
THE PROPOSED DISCLOSURE STATEMENT HAS NOT BEEN APPROVED UNDER SECTION 1125(b) OF THE BANKRUPTCY CODE BY THE BANKRUPTCY COURT AS CONTAINING ADEQUATE INFORMATION FOR USE IN CONNECTION WITH THE SOLICITATION OF ACCEPTANCES OR REJECTIONS OF THE PLAN OF REORGANIZATION DESCRIBED HEREIN. ACCORDINGLY, THE FILING AND DISSEMINATION OF THIS PROPOSED DISCLOSURE STATEMENT ARE NOT INTENDED AND SHOULD NOT IN ANY WAY BE CONSIDERED AS A SOLICITATION OF VOTES ON THE PLAN, NOR SHOULD THE INFORMATION CONTAINED HEREIN BE RELIED UPON FOR ANY PURPOSE BEFORE A CONDITION DETERMINATION BY THE BANKRUPTCY COURT THAT THE PROPOSED DISCLOSURE STATEMENT CONTAINS ADEQUATE INFORMATION.

**IN THE UNITED STATES BANKRUPTCY COURT
FOR THE WESTERN DISTRICT OF TEXAS
AUSTIN DIVISION**

In re:

LOADCRAFT INDUSTRIES, LTD.

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Case No. 21-11018-tmd

**DEBTOR'S PROPOSED DISCLOSURE STATEMENT
FOR DEBTOR'S PLAN OF REORGANIZATION**

Dated: July 11, 2022

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IMPORTANT NOTICE

This Disclosure Statement has not been approved or disapproved by the Securities and Exchange Commission, nor has the Securities and Exchange Commission passed upon the accuracy or adequacy of the statements contained herein.

This Disclosure Statement includes forward-looking statements based largely on the current expectations of the Debtor and projections about future events and financial trends affecting the financial condition of the Debtor or the reorganized Debtor's business. The words "believe," "may," "will," "estimate," "continue," "anticipate," "intend," "expect," and similar expressions identify these forward-looking statements. These forward-looking statements are subject to a number of risks, uncertainties and assumptions, including those described below under the caption "Risk Factors." In light of these risks and uncertainties, the forward looking events and circumstances discussed in this Disclosure Statement may not occur and actual results could differ materially from those anticipated in the forward-looking statements. Neither the Debtor nor the reorganized Debtor undertake any obligations to update or revise any forward-looking statements, whether as a result of new information, result or otherwise.

No representations or other statements concerning the Debtor (particularly as to their future business operations or the value of their assets) are authorized by the Debtor, other than those expressly set forth in this Disclosure Statement. Any representations or inducements made to secure your acceptance, which are other than as set forth in this statement, should not be relied upon by you in arriving at your decisions. Any such additional representations and inducements should be reported to counsel for the Debtor who shall deliver such information to the Bankruptcy Court, which may take such action as it deems appropriate.

The information contained herein has not been independently audited, except as specifically referenced herein. The information contained in this Disclosure Statement has been submitted by the Debtor and their internal accounting staff and financial advisors, unless specifically stated to be from other sources. The Debtor's Joint Plan is an integral part of this Disclosure Statement, and each Creditor is urged to review the plan in its entirety prior to voting on it.

The Debtor make no representations with respect to the effects of taxation (state or federal) on the interest holders or creditors with respect to the treatment of their claims or interests under the plan, and no such representations are authorized by the Debtor. Creditors and interest holders are encouraged to seek the advice of their own professional advisors if they have any such questions.

ARTICLE 1. INTRODUCTION

This Proposed Disclosure Statement is submitted by Loadcraft Industries, Ltd. (the “Debtor”), the chapter 11 Debtor-in-possession, in connection with the Debtor’s effort to solicit votes necessary to confirm the Debtor’s Plan of Reorganization (the “Plan”). A copy of the Plan is included with the materials supplied in the packet you have received.

PLAN OVERVIEW

This Plan contemplates a for a reorganization of the Debtor business as an engineering and sales firm focusing on oilfield parts, sales, Category IV rig inspections, rig rebuilds and specialized oilfield equipment, as the Debtor has sold most of its manufacturing equipment and operations during the course of this Bankruptcy case. Creditors will receive periodic payments as described below.

1.01 Filing of the Debtor’s Chapter 11 Case

On December 30, 2021, the Debtor filed for relief under Chapter 11 of the United States Bankruptcy Code (the “Petition Date” or the “Filing Date”), by filing a voluntary petitions for relief under Chapter 11 of title 11 of the United States Code, 11 U.S.C. §§ 101, *et seq.* (the “Bankruptcy Code”) in the United States Bankruptcy Court for the Western District of Texas, Austin Division (“Court” or “Bankruptcy Court”). The Debtor continues to manage its affairs as a debtor-in-possession pursuant to Bankruptcy Code Sections 1107 and 1108. This Disclosure Statement and the accompanying Plan are filed on behalf of the Debtor. Purpose of Disclosure Statement

The purpose of this Disclosure Statement is to provide you, as the holder of a Claim against the Debtor, with information to enable you to make a reasonably informed decision on the Plan before exercising your right to vote to accept or reject the Plan.¹

On _____, 2022, after notice and a hearing, the Bankruptcy Court approved this Disclosure Statement as containing information, of a kind and in sufficient detail, adequate to enable the holders of Claims against the Debtor to make an informed judgment to accept or reject the Plan (A copy of the *Order Pursuant to 11 U.S.C. §1125, and FED. R. BANKR. P. 3017 Approving Disclosure Statement and Fixing Time for Filing Acceptances or Rejections of Plan* is included in the packet you have received. **THE BANKRUPTCY COURT’S APPROVAL OF THIS DISCLOSURE STATEMENT DOES NOT CONSTITUTE A GUARANTY OF THE ACCURACY OR COMPLETENESS OF THIS INFORMATION OR THE BANKRUPTCY COURT’S ENDORSEMENT OF THE PLAN.**

You should read all of this Disclosure Statement before voting on the Plan.

¹ Capitalized terms that are not defined in the Disclosure Statement are defined in the Plan.

HOWEVER, THE DISCLOSURE STATEMENT IS NOT INTENDED TO REPLACE A CAREFUL AND DETAILED REVIEW AND ANALYSIS OF THE PLAN ITSELF BY EACH HOLDER OF A CLAIM OR INTEREST. THE DISCLOSURE STATEMENT IS INTENDED TO AID AND SUPPLEMENT THAT REVIEW. THE DESCRIPTION OF THE PLAN IS A SUMMARY ONLY. HOLDERS OF CLAIMS AND INTERESTS AND OTHER PARTIES IN INTEREST ARE CAUTIONED TO REVIEW THE PLAN AND ANY RELATED ATTACHMENTS IN THEIR ENTIRETY FOR A FULL UNDERSTANDING OF THE PLAN'S PROVISIONS. THE DISCLOSURE STATEMENT IS QUALIFIED IN ITS ENTIRETY BY REFERENCE TO THE PLAN. IN THE EVENT OF ANY CONFLICT BETWEEN THE TERMS OF THE PLAN AND THE TERMS OF THIS DISCLOSURE STATEMENT, THE TERMS OF THE PLAN WILL CONTROL.

You are urged to consult with your own financial and other advisors in deciding whether to vote to approve or reject the Plan. No solicitation of votes may be made except pursuant to this Disclosure Statement, and no person has been authorized to use any information concerning the Debtor or their businesses other than the information contained in this Disclosure Statement.

About this Disclosure Statement:

- The statements contained in this Disclosure Statement are made as of the date that the Bankruptcy Court enters an order approving this Disclosure Statement, unless another time is specified in this Disclosure Statement. Neither the delivery of this Disclosure Statement nor any action taken in connection with the Plan implies that the information contained in this Disclosure Statement is correct as of any time after that date.
- Unless the context requires otherwise: (a) the gender (or lack of gender) of all words used in this Disclosure Statement includes the masculine, feminine and neuter; (b) references to articles and sections (other than in connection with the Bankruptcy Code, the Bankruptcy Rules, another specified law or regulation or another specified document) refer to the articles and sections of this Disclosure Statement; and (c) “including” means “including, without limitation.”
- Many capitalized words used in this Disclosure Statement have been defined in the context of the provisions in which they first appear within this Disclosure Statement. Any other capitalized terms used in this Disclosure Statement are intended to have the meanings ascribed to them in the Plan. Any capitalized term not defined in the context of a provision or in the Plan shall have the meaning ascribed to that term in the Bankruptcy Code or Bankruptcy Rules, whichever is applicable.
- You may not rely on this Disclosure Statement for any purpose other than to determine how to vote on the Plan. Nothing contained in this Disclosure Statement constitutes or will be deemed to be advice on the tax or other legal effects of the Plan on holders of Claims or interests.
- Certain of the information contained in this Disclosure Statement is forward-looking. This Disclosure Statement contains estimates and assumptions that may prove not to have

been accurate and financial projections that may be materially different from actual future experiences.

- Acceptance or rejection of the Plan is subject to a number of risks. See “Risk Factors” at Section 9 of this Disclosure Statement.

1.02 Holder of Claims and Interests Entitled to Vote

Classes III, IV and V are impaired and are entitled to vote to accept or reject the Plan. Claims in Classes I and II are unimpaired, and the holders of claims in those Classes thereof are conclusively presumed to have accepted the Plan. Class VI will receive nothing under the Plan and is deemed to reject the Plan.

1.03 Voting Procedures

If you are entitled to vote to accept or reject the Plan, a Ballot (the “Ballot”) for acceptance or rejection of the Plan are enclosed. BALLOTS FOR ACCEPTANCE OR REJECTION OF THE PLAN ARE BEING PROVIDED ONLY TO HOLDERS OF CLAIMS IN CLASS III, IV and V, BECAUSE THEY ARE THE ONLY HOLDERS OF CLAIMS THAT MAY VOTE TO ACCEPT OR REJECT THE PLAN. If you are the holder of a Claim in one of these Classes and did not receive a Ballot, received a damaged or illegible Ballot, or lost your Ballot, or if you are a party in interest and have any questions concerning the Disclosure Statement and Exhibits hereto, the Plan or the voting procedures in respect thereof, please contact:

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After carefully reviewing this Disclosure Statement, please indicate your acceptance or rejection of the Plan by voting in favor of or against the Plan, then return the Ballot to the Debtor’s counsel, at the address set forth on the Ballot, by **5:00 p.m.**, (Prevailing Central Time) on _____, 2022. Any Ballot not indicating an acceptance or rejection will be deemed an acceptance of the Plan. You may also return your Ballot by courier or fax by following the instructions on the Ballot. **ANY BALLOTS RECEIVED BY THE DEBTOR’S COUNSEL AFTER 5:00 P.M., PREVAILING CENTRAL TIME, ON _____, WILL NOT BE COUNTED, UNLESS THIS DATE IS EXTENDED BY THE BANKRUPTCY COURT.**

1.04 Voting Requirements for Class Acceptance of the Plan

YOUR ACCEPTANCE OF THE PLAN IS IMPORTANT. In order for the Plan to be “accepted” by Creditors and interest holders, at least sixty-six and two-thirds percent (66.66%) in amount of Allowed Claims and more than fifty percent (50%) in number of Allowed Claims voting

in each Class must accept the Plan. By not voting, a Creditor favoring acceptance of the Plan jeopardizes confirmation.

1.05 Confirmation Hearing

The Bankruptcy Court has entered an order fixing _____ 2022, at _____ .m. (Prevailing Central Time), Bankruptcy Courtroom for the Hon. Tony M. Davis 903 San Jacinto, Austin, Texas as the date, time and place for the initial commencement of a hearing on confirmation of the Plan, and fixing _____, 2022 at _____ .m., (Prevailing Central Time), as the time by which all objections to confirmation of the Plan, which must be accompanied by a memorandum of authorities, must be filed with the Bankruptcy Court and served on counsel for the Debtor. The confirmation hearing may be adjourned from time to time without further notice except for the announcement of the adjourned time and date at the confirmation hearing or any adjournment thereof.

Section 1128(a) of the Bankruptcy Code provides that any party in interest may object to confirmation of a plan. Any objection to confirmation of the Plan must be in writing, conform to Federal Rules of Bankruptcy Procedure and Local Rules of the Bankruptcy Court, set forth the name of the objecting party, the nature and amount of the Claim or Interest held or asserted by the objecting party against the Debtor's Estate, the basis for the objection and the specific grounds thereof. The objection, together with proof of service thereof, must then be filed with the Bankruptcy Court, with copies served upon the following and upon the Limited Service list in this case:

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100 Congress Avenue, 18th Floor
Austin, Texas 78701
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**UNLESS AN OBJECTION IS TIMELY AND PROPERLY SERVED AND FILED
BY _____, 2022 AT _____ A.M. (PREVAILING CENTRAL
TIME), IT MAY NOT BE CONSIDERED BY THE BANKRUPTCY COURT.**

SUMMARY OF PROPOSED TREATMENT

<u>CLASS</u>	<u>TREATMENT</u>
Class I – Administrative Claims	Paid on the Effective Date or as agreed by the parties. The postpetition advances made by Glorious Splendor, LLC and Alphonso Energy, LLC shall be treated as Administrative Claims and paid in the same manner as provided for treatment of Class II Tax Claims provided, however, that no lien shall be provided for Glorious Splendor, LLC and Alphonso Energy, LLC.
Class II – Tax Claims	Liens retained; payment from on-going operations and cash infusion, in equal monthly installments beginning 60 days after the Effective date plus statutory interest, with final payment no later than 60 months from the Petition Date. Upon the sale of the Brownwood Facility (and equipment therein), these claims will be paid in full from the proceeds or, if the proceeds are insufficient, the balance will be amortized in monthly payments over the remaining term. The Reorganized Debtor shall have the right to sell the Brownwood Facility free and clear of lien claims so long as the proceeds, net of usual and typical closing costs and expenses are paid to the Allowed Trust Fund Taxes.
Class III – Priority Non-Tax Claims	Debtor believes there are no Claims in this Class. To the extent such Claims exist, Debtor will pay the Allowed Class III Claims in six (6) monthly installments beginning sixty (60) days from the Effective Date.
Class IV – General Unsecured Creditors	Holders of Allowed General Unsecured Claims will receive pro-rata distributions representing ten percent (10%) of their Allowed Claim, paid in equal quarterly installments over a forty-eight (48) month period beginning September 30, 2022. The Reorganized Debtor shall have the right to prosecute, compromise, sell or abandon the Reserved Claims in the exercise of its business judgment. In addition to the distributions provided above, Holders of Allowed General Unsecured Claims shall receive 10% of the proceeds obtained by the Reorganized Debtor from the Reserved Claims net of attorneys' fees and costs.

incurred by the Reorganized Debtor in prosecution of such claims. This Class is impaired.

Class V – Unsecured Convenience Class

Holders of claims at or under \$500.00 to receive 100% of their Allowed Claim, without interest, in two equal monthly payments on the 30th and 60th day following the Effective Date of the Plan

Class VI - Equity Interests

Equity holders will have their equity interest terminated on the Effective Date and will receive nothing under the Plan as a consequence of their pre-petition equity interest. and new equity (i.e. limited partnership interests) shall be issued to Brian Alphonso [67%] and Charles Hinkle [32%], or entities designated by them prior to the Confirmation Hearing, in return for cancellation of all indebtedness owed to each of them, Alphonso Energy, LLC and/or Nestor Outcomes, LLC. other than the Post-Petition amounts provided by Glorious Splendor, LLC and Alphonso Energy, LLC, an entity owned by Mr. Alphonso) 1% of limited partnership interests shall be held by the general partner of the Debtor.

ARTICLE 2. DEBTOR'S BACKGROUND AND FINANCIAL PICTURE

2.01 General

A. History

Ownership and Operations

Prior to the Petition Date, Loadcraft specialized in total design and manufacturing of 250-2000HP Drilling and Workover Rigs, Drawworks as well as trailerization and mobilization of all drilling and oilfield related products. Loadcraft specialized in oilfield equipment, mobilization, transportation, and other oilfield services. From 2004 until December 2021, Debtor was managed by Terry McIver.

Brady Plant Operators, LLC, Huntland Properties, Ltd., LLC, Huntland Resources, LLC, Passarina Ciris, LLC, Alphonso Energy, LLLC and Nestor Outcomes, LLC,² entered into that certain *Ownership of Interest and Operations Agreement* (the "Ownership Agreement") on or about May 24, 2017. As of the Petition Date, there were disputes between the parties as to the effectiveness of the Ownership Agreement, and the ownership, control and rights of the Parties in

² The Huntland entities and Passarina are affiliated with Terry McIver, and Passarina is owned by Mr. McIver's wife; Alphonso Energy is affiliated with Brian Alphonso; Nestor is affiliated with Charles Hinkle.

Loadcraft. Alphonso Energy, Hinkle and Nestor, as plaintiffs, and Loadcraft, McIver and Glider Prods, as defendants, counter-plaintiffs and third party plaintiffs, and Alphonso, as third party defendant were parties to that case styled *Alphonso Energy, LLC, Charles Hinkle, and Nestor Outcomes, LLC vs Loadcraft Industries, Ltd, Terry McIver, Glider Products, LLC* pending in the 98th District Court of Travis County, Texas, Cause No. D-1-GN-21-002825, concerning, among other things, ownership of the Debtor.

Loadcraft operated out of two facilities: (1) a manufacturing facility located in Brady, Texas (the “Brady Facility”), and (2) a computer- controlled (CNC) manufacturing facility located in Brownwood, Texas (the “Brownwood Facility”).³ The Brady Facility real property was owned by Glider Manufacturing, LLC (“Glider”), an entity owned by Terry McIver, and leased by the Debtor.

Sale and Leaseback Agreement

The Brady Facility personal property was owned by Window Operating, LLC (“Window”), pursuant to a Sale and Leaseback Agreement between Window Operating and Debtor as described below. The Brownwood Facility, and personal property thereon, was also the subject of the Sale and Leaseback Agreement.

The Debtor and Window entered that certain “Sale and Leaseback Agreement” (the “Agreement”) dated effective May 1, 2021. The Agreement generally provides for the sale of certain real and personal property by the Debtor to Window and lease-back of such property to the Debtor. Pursuant to the terms of the Agreement, Window became the owner of all of the real and personal property at the Brownwood Facility. The stated purchase price was \$1,566,008.09 under the Agreement, of which \$658,901.00 was used to repay a debt owed to Passerina, (an entity owned and controlled by Terry McIver’s wife) which Alphonso and Hinkle contended was unauthorized pursuant to the terms of a written agreement.

In connection with the Agreement, the Debtor and Window also entered a “Lease Agreement” dated as of July 1, 2021. The Lease Agreement contains a “Lessee’s Repurchase Option” in paragraph 18 (the “Repurchase Option”). The Repurchase Option granted the Debtor an exclusive option to repurchase the Brownwood Facility real property, and the equipment sold for both the Brownwood Facility and Brady Facility, back from Window if exercised by the Debtor on or before December 31, 2021.

Prepetition Debt to Alphonso Energy, LLC and Nestor Outcomes, LLC

On or about September 25, 2017, Alphonso Energy loaned Loadcraft \$1,100,000.00 as referenced by the Promissory Note and Security Agreement (“Promissory Note”). The loan matured on September 24, 2018; however, the payment was not made, and Alphonso Energy did

³ The operations at the Brownwood facility had been substantially curtailed as of 2020, with only 1-2 workes producing parts at this facility.

not agree to forgive any of the debt. Ultimately, the Promissory Note was replaced by four (4) separate Sales and Bailment Agreements. The total amount of the four sales' agreements and bailment agreements is \$1,261,000.00 plus interest at eleven percent (11%) per annum. Additionally, Nestor Outcomes had loaned or extended credit to the Debtor of approximately \$840,000.00 , which was outstanding as of the Petition Date.

Intellectual Property Dispute

In 2018, McIver, along with Zachary Nash and Gary Weatherman, all while employed by (and in McIver's case an officer, manager and indirect equity owner of) the Debtor and paid by the Debtor for development of the technology, developed a technology for a pipe handling system. This technology was valuable, as McIver and the others knew. A patent application was filed in October 2018. Debtor contends that this constituted "work for hire," and the technology (and, subsequently, the patent described below) were property of the Debtor. McIver caused the technology to be transferred to Glider in October or November 2018, with no known payment being made to the Debtor or other consideration given. On July 28, 2020, a patent, No. US 10,724, 310 B@ (the "Patent") was issued in the name of Glider Products, LLC, as assignee from McIver, Nash and Weatherman. Thereafter, McIver directed Hinkle (as an employee) to prepare a "Patent Assignment and Technology Transfer Agreement" backdated to November 2018, assigning the Patent (and related technology) from the Debtor to Glider. The "consideration" was the payment of \$100,000.00. Alphonso refused to execute the consents necessary to authorize the assignment and transfer; however, McIver, without authorization, purported to make the assignment and transfer effective. Additionally, McIver proposed that Loadcraft enter a Manufacturing Agreement to manufacture pipe handling equipment for Glider. No equipment was ever manufactured under the Manufacturing Agreement. Debtor purportedly received the \$100,000 however, even assuming this payment was made and allocated for the Patent, the Patent and technology had been assigned to Glider in 2018 for no consideration and without authorization. The transfer was made at a time when the Debtor was insolvent, rendered insolvent, not paying its bills as they became due, and/or lacked adequate working capital. Additionally, McIver has expressed that he desired the Patent and technology to be in Glider's name to attempt "to place them beyond the reach of the Debtor's creditors".

McIver and Glider dispute the material allegations set forth above, and deny that Debtor has any cause of action.

B. Events Leading to the Bankruptcy filing

As of the Petition Date, the Debtor was substantially behind on payments to its vendors, certain employee compensation and was also past due on payments to local tax authorities and to the Internal Revenue Service. Additionally, the Debtor was being sued by several former vendors, and multiple vendors had obtained judgments and were attempting to execute. The Debtor lacked adequate capital to sustain operations and make past due payments, and constantly faced cash flow issues jeopardizing the ability to make payroll. Additionally, as noted above, there were existing disputes regarding ownership and management, and the Debtor faced a December 31, 2021 deadline to exercise the Repurchase Option.

C. Operations During Bankruptcy

Debtor filed for relief on December 30, 2021 and continued its operations during the course of this Chapter 11 case.

On January 10, 2022, Brady Plant Operators, McIver and Glider filed an adversary proceeding, Adv. No. 22-1001, (the “Adversary Proceeding”) contesting the filing as being unauthorized and seeking injunctive relief. Those parties also filed a Motion to Dismiss the Bankruptcy Case.

Settlement Agreement

The disputes in the Adversary Proceeding, along with other certain other disputes between the parties described above, were resolved by a “Mutual Release and Settlement Agreement” (the “Settlement Agreement”). The Debtor sought Bankruptcy Court approval for the Settlement Agreement, which the Bankruptcy Court approved by Order dated April 27, 2022 [Dkt. 120]. No creditors or other parties in interest objected to the Settlement Agreement. The Settlement Agreement provided for, among other things, settlement of the ownership dispute and conveyance of all equity interests held by McIver or his affiliates in the Debtor to Alphonso Energy, release of alleged debts owed to McIver, Huntland and Glider, the exercise of the Repurchase Option by the Debtor for \$1,766,033.00, agreement for the sale of the Brady equipment and personal property to Odyssey Design & Manufacturing, Inc. (“Odyssey”) and the sale by Glider of the Brady Facility by Glider to Odyssey. The Settlement Agreement did not release certain “Reserved Claims,” relating to the Intellectual Property Dispute described above.

Sale of Brady Facility Assets

In connection with the Settlement Agreement, the Debtor sought authority to sell personal property and equipment located at the Brady Facility to Western for \$2,600,000.00. The Bankruptcy Court approved the sale by Order dated April 28, 2022 [Dkt. 123], and the sale closed on June 9, 2022. The proceeds were used to pay the Repurchase Option, tax liens and closing costs; the Debtor received net proceeds of \$366,514.99 at closing, and there is an additional \$310,000.00 being held in escrow that will revert to the Debtor upon satisfaction of certain sale conditions.

Funding by Alphonso Energy, LLC and Glorious Splendor, LLC

During the course of the case, Glorious Splendor, LLC provided \$75,000.00 unsecured, administrative superpriority financing in order to allow the Debtor to make payroll and pay vendors, which was approved by the Bankruptcy Court by Order dated March 14, 2022 [Dkt. 103]. Additionally, on March 30, 2022, April 7, 2022 and May 12, 2022, Alphonso Energy, LLC advanced capital to the Debtor in the amounts of \$25,000, \$10,000 and \$25,000 for the same purposes. Alphonso Energy, LLC (owned by Brian Alphonso) likewise advanced the sum of \$191,822.64 to pay the First Interim Fee Application of Debtor's counsel, The Plan provides for allowance and payment of these amounts as administrative claims, and paid over a fifty (50) month period.

**ARTICLE 3. SELECTED FINANCIAL INFORMATION,
PROJECTIONS AND VALUATION ANALYSIS**

3.01 General

This section provides summary financial information concerning the Debtor, their assets and potential sources of recovery for creditors. The information is based on information available as of the date of this Disclosure Statement. Any forward-looking projections, including analysis and valuation of Litigation Claims, is based upon the Debtor's best estimates and belief but, as with any projections, may vary in the future.

3.02 Operating Performance

The Debtor's most recent operating report is attached as **Exhibit A**.

3.03 Financial Projections of the Reorganized Debtor

Attached as **Exhibit B** are projections for sales, income and expenses for the next 5 years. They are based on the Debtor's historical operations in its engineering and sales business, normalized equipment repairs and anticipated re-focused operations.

3.04 Valuation and Description of Debtor's Assets

Real Property - Real Estate owns the real property and improvements described as the "Brownwood Facility." The current Brown County appraisal of the real property is \$468,000.00.

Personal Property - Personal property at the Brownwood facility consists generally of manufacturing equipment, inventory and tools.. In 2015, Hilco valued the personal property at \$666,750 (for forced liquidation) and \$819,500.00 (for Orderly Liquidation). The 2020 Brown County personal property rendition valued the personal property at \$665,000.00.

Debtor has expended approximately \$13,000.00 since the Petition Date to start the process to make the Brownwood Facility operational. Because of the lack of activity and operations at the Brownwood Facility since 2020, Debtor believes that at least an additional \$50,000 will need to be expended to bring the Brownwood Facility to operation status.

Additionally, Debtor may have litigation claims against third parties in connection with activities that occurred prior to the filing date and claims that exist under Chapter 5 of the Bankruptcy Code. These also include the “Reserved Claims” described in the Settlement Agreement. All such claims (the “Estate Claims”) are specifically reserved and will be property of the Reorganized Debtor. At the time of the filing of this Disclosure Statement, neither Debtor nor its professionals have done a complete analysis of such claims and are not in a position to value them. However, Debtor intends to timely assert the Reserved Claims.

ARTICLE 4. SUMMARY OF THE DEBTOR’S PLAN

4.01 Explanation of Chapter 11

Chapter 11 is the principal reorganization chapter of the Bankruptcy Code. Under Chapter 11, the plan proponent attempts to restructure a debtor’s financial affairs or effectively liquidate the debtor’s assets for the benefit of the creditors, equity interest holders and other parties in interest. The Chapter 11 plan is the debtor’s agreement with its creditors containing the terms and conditions for the operation and/or liquidation of the properties and assets of the debtor and the treatment of the Claims and interests of creditors and parties-in-interest.

According to Section 1125 of the Code, acceptances of a Chapter 11 plan may be solicited by the debtor only after a written disclosure statement approved by the Bankruptcy Court as containing adequate information has been provided to each creditor or equity interest holder.

4.02 Terms of the Plan Control

The following represents the Debtor’s best efforts to describe the treatment afforded the Claims of the Creditors in various Classes. Creditors should be aware that the terms of the Plan control the treatment of all Claims. The Plan is attached to this Disclosure Statement as **Exhibit C**. In the event of any inconsistencies between the Plan and this Disclosure Statement, the terms of the Plan shall be, in all events, determinative. The Debtor urges all Creditors to read the Plan for a complete understanding of the treatment of their Claims.

4.03 Classification and Treatment

4.03.1 Class I – Administrative Claims. Each holder of an Allowed Administrative Claim shall receive from the Debtor with respect to such Allowed Claim, either (i) the amount of such Allowed Claim from the Debtor, in one (1) cash payment on the later of (a) the Effective Date, (b) the date that is sixty (60) days after a request for payment of the Claim is filed, (c) the date that is twenty (20) days after the Claim becomes an Allowed Claim; or (ii) such other treatment as may be agreed upon in writing by such holder; provided, however, that an Allowed Administrative Claim representing a liability incurred in the ordinary course of business shall be paid by the Debtor upon presentment or otherwise in accordance with the terms of the particular transaction and any agreements relating thereto. This Class is unimpaired.

Postpetition Advances from Alphonso Energy, LLC and Glorious Splendor, LLC. The postpetition advances made by Alphonso Energy, LLC and Glorious Splendor, LLC shall be treated as Administrative Claims and paid in the same manner as provided for treatment of Class

II Tax Claims provided, however, that no lien shall be provided for Alphonso Energy, LLC and Glorious Splendor, LLC.

4.03.2 Class II – Priority Tax/Secured Claims. Each holder of a Class II Secured Tax Claim, if any exist, shall receive payment of its Allowed Claim, in full, within sixty (60) months from the Petition Date, with statutory interest accruing from the Petition Date, in equal monthly payments beginning sixty (60) days from the Effective Date. If the Reorganized Debtor sells the Brownwood Facility, the remaining amounts of all Priority Tax/Secured Claims shall be paid from the proceeds, with any deficiency paid over the remaining months of the 60-month term.

Lien for Trust Fund Taxes. Any state or federal tax authority that holds an Allowed Claim for Trust Fund Taxes shall hold, as of the Effective Date, a lien against the Brownwood Facility for unpaid Trust Fund Taxes until such time as the Allowed Claim for such Trust Fund Taxes is paid. Any beneficiary of such a lien shall not be entitled to enforce, or foreclose such lien unless the Debtor defaults under this Plan, and the default remains uncured, pursuant to the provisions of this Plan. The Reorganized Debtor shall have the right to sell the Brownwood Facility free and clear of liens so long as all proceeds from such sale, save and except amounts necessary to pay normal and customary closing costs and expenses are paid against the Allowed Claims for Trust Fund Taxes.

4.03.3 Class III - Allowed Priority Non-Tax Claims. Allowed Priority Non-Tax Claims will be paid in full over (six) 6 months in equal monthly amounts beginning sixty (60) days following the Effective Date.

4.03.4 Class IV - Allowed General Unsecured Claims. Holders of Allowed General Unsecured Claims will receive pro-rata distributions representing ten percent (10%) of their Allowed Claim, paid in equal quarterly installments over a forty-eight (48) month period beginning September 30, 2022. In addition, Holders of Allowed General Unsecured Claims will receive pro-rata distributions of 10% of proceeds received from the prosecution, sale or settlement of the Reserved Claims, net of attorneys' fees and costs paid by the Reorganized Debtor or related parties in connection with the prosecution of such claims. The Reorganized Debtor shall have the right to dispose of, sell, abandon or compromise the Reserved Claims in the exercise of its business judgment. This Class is impaired.

4.03.5 Class V – Allowed Convenience Class Claims. Holders of Allowed General Unsecured Claims whose claims are at or below \$500.00, or any other Allowed General Unsecured Claim who elects to be treated as an Allowed Convenience Class Claim, will receive 100% of their Allowed Claim in two (2) equal monthly payments on the 60th and 90th day following the Effective Date, without interest. This Class is impaired.

4.03.6 Class VI - Equity Interests. Existing Equity Interests shall be canceled, and new equity (i.e. limited partnership interests) shall be issued to Brian Alphonso [67%] and Charles Hinkle [32%], or entities designated by them prior to the Confirmation Hearing, in return for cancellation of all indebtedness owed to each of them Alphonso Energy, LLC and/or Nestor Outcomes, LLC. (other than the Post-Petition amounts provided by Alphonso Energy, LLC, and

Glorious Splendor, LLC. 1% of limited partnership interests shall be held by the general partner of the Debtor

4.04 Payments to U.S. Trustee.

Debtor shall make the payments and file all reports required by 28 U.S.C. § 1930(a)(6) until the Bankruptcy Case is closed, converted or dismissed.

4.05 Discharge of Claims

The rights afforded in the Plan and the payments and distributions to be made thereunder are in complete exchange for, and in full satisfaction and release of, all existing Claims, and, debts and obligations of any kind, nature or description whatsoever of or against the Debtor or any of its assets or property to the fullest extent permitted under Section 1141 of the Bankruptcy Code. Upon confirmation of the Plan, except as provided in the Plan, all existing Claims against the Debtor and the Reorganized Debtor shall be and shall be deemed to be discharged. All holders of Claims or Equity Interest shall be precluded from asserting against the Debtor, or any of its assets or property, any other or further Claim based upon any act or omission, transaction or other activity of any kind or nature that occurred prior to the Effective Date, whether or not such holder filed a proof of Claim or proof of interest, except as provided in the Plan. Upon the Effective Date, the Debtor shall be deemed discharged and released from any and all Claims, including, but not limited to, demands and liabilities that arose before the Effective Date, and all debts of the kind specified in Sections 502(g), 502(h) or 502(i) of the Bankruptcy Code, whether or not (i) a proof of Claim or Interest based upon such obligation is filed or deemed filed under Section 501 of the Bankruptcy Code; (ii) a Claim or Interest based upon such debt is Allowed under Section 502 of the Bankruptcy Code; or (iii) the holder of a Claim or Interest based upon such debt has accepted the Plan. Except as provided herein, the Confirmation Order shall be a judicial determination of discharge of all liabilities of the Debtor and the Reorganized Debtor. In accordance with Section 524 of the Bankruptcy Code, the discharge provided for hereunder shall void any judgment against the Debtor to the extent it relates to a Claim discharged, and operates as an injunction against the prosecution of any action against the Debtor or its Property to the extent it relates to a discharged Claim, except as provided in the Plan.

4.06 Plan Releases and Exculpation

None of the Debtor, Reorganized Debtor, their counsel, or any other party in interest, or any of their respective members or former partners, general partners, members, agents, employees, representatives, financial advisors, attorneys or affiliates, or any of their successors or assigns, shall be liable to the Reorganized Debtor or any creditor for any act or omission in connection with, relating to or arising out of the Chapter 11 Case, the negotiation and pursuit of confirmation of the Plan, the consummation of the Plan or the administration of the Plan (the “Chapter 11 Activities”), except for their acts or omissions constituting willful misconduct or gross negligence, as finally determined by a court of competent jurisdiction.

ARTICLE 5. IMPLEMENTATION OF PLAN

5.01 Summary of Implementation of the Plan

All Cash necessary for the Reorganized Debtor to make payments pursuant to the Plan shall be obtained from operations of the Debtor and, potentially, a sale of the Brownwood Facility. Reorganized Debtor may issue additional equity and/or limited partnership interests as deemed reasonable and necessary in the exercise of its business judgment.

5.02 The Reorganized Debtor's Obligations Under the Plan

The Reorganized Debtor shall jointly perform all of the obligations under the Plan, including obligations to pay or otherwise satisfy the Allowed Claims. From and after the Effective Date, the Reorganized Debtor shall, among other things:

- (1) administer the Plan and take all steps and execute all instruments and documents necessary to effectuate the Plan;
- (2) reconcile Claims and resolve Disputed Claims, including compliance with any order of the Court arising from the Section 506 valuation, and administer the Claims allowance and disallowance processes as set forth in the Plan, including, without limitation, objecting, prosecuting, litigating, reconciling, settling and resolving Claims and Disputed Claims in accordance with the Plan;
- (3) make decisions regarding the retention, engagement, payment and replacement of professionals, employees and consultants;
- (4) administer the Distributions under the Plan including (i) making Distributions in accordance with the terms of the Plan and (ii) establishing and maintaining the various Reserves;
- (5) exercise such other powers as necessary or prudent to carry out the provisions of the Plan;
- (6) invest any Cash pending Distribution;
- (7) file appropriate tax returns; and
- (8) take such other actions as may be necessary or appropriate to effectuate this Plan.

Following the Effective Date the Debtor may pay their post Effective Date operating expenses in the ordinary course of its business without notice or orders of this Court.

5.03 Management of Debtor:

On and after the Effective Date, Charles Hinkle will be Chief Executive Office of each of the reorganized Debtor.

5.04 Exemption from Transfer Taxes

Pursuant to section 1146(c) of the Bankruptcy Code, the issuance, transfer, or exchange of notes or equity securities under the Plan or the making or delivery of any deed or other instrument or transfer under, in furtherance of, or in connection with the Plan, including without express or implied limitation, any transfers to or by the Reorganized Debtor shall not be subject to any transfer, sales, stamp or other similar tax.

5.05 Claims Objections

Notwithstanding the occurrence of the Effective Date, and except as to any Claim that has been Allowed before the Effective Date including any order of the Bankruptcy Court pursuant to §506 of the Bankruptcy Code, the Reorganized Debtor may object to the Allowance of any Claim against the Debtor or seek estimation of any Claim on any grounds permitted by the Bankruptcy Code. All objections to Claims must be brought by filing the appropriate pleading in the Bankruptcy Court before the first Business Day that is 60 days after the Effective Date, but the Bankruptcy Court may approve a later date on the Reorganized Debtor's motion filed (but not necessarily heard) before the first Business Day that is 60 days after the Effective Date. Debtor may contest the amount of attorney's fees and interest sought by any creditor. ***Debtor reserves the right to object to or seek estimation of any claims. A VOTE FOR THE PLAN WILL NOT EXCULPATE OR EXCLUDE ANY CLAIMANT FROM HAVING ITS CLAIM OBJECTED TO OR BE DEEMED AN ALLOWANCE OF SUCH CLAIM.***

5.06 Contingent Claims

Until a Contingent Claim becomes an Allowed Claim or is determined to be a Disallowed Claim, the Claim will be treated as a Disputed Claim for all purposes under this Plan. The holder of a Contingent Claim will be entitled to a distribution under this Plan only when the Contingent Claim becomes an Allowed Claim. Any Contingent Claim for reimbursement or contribution held by a Person that may be liable with the Debtor on a Claim of a Creditor is Disallowed as of the Effective Date if: (a) that Creditor's Claim is Disallowed; (b) the Claim for reimbursement or contribution is contingent as of the Effective Date; or (c) that Person asserts a right of subrogation to the rights of the Creditor under Bankruptcy Code § 509.

5.07 Distributions on Allowance or Disallowance of Disputed Claims

No distributions will be made to any holder of a Claim unless and until the Claim becomes an Allowed Claim. If a Claim is not an Allowed Claim as of the Effective Date, distributions on account of that Claim will commence only when the Claim becomes an Allowed Claim after the Effective Date or as otherwise specifically provided in this Plan. If a Disputed Claim becomes an Allowed Claim, the Reorganized Debtor will make a distribution in accordance with the terms of this Plan applicable to Claims of the Class in which that Claim resides.

5.08 Undeliverable/Returned Distributions

Any distribution to be made to a Creditor will be sent to that Creditor at (i) the address set forth on the proof of claim filed for such Creditor, or (ii) if no proof of claim is filed, at the address set forth on the Debtor schedules. In the event that a distribution as herein provided is returned as undeliverable, or a distribution is returned on account of there being no payment due to the affected Creditor, the Reorganized Debtor shall hold such distribution for the affected Creditor for a period of 60 days following the Date of that distribution for the benefit of the Creditor. If the affected Creditor does not make a demand, in writing, for such unclaimed distribution within the 60-day period, the Creditor shall forfeit all entitlement to the distribution, and the distribution shall revert to the Reorganized Debtor.

5.09 De Minimis Distributions

Any other provision of the Plan notwithstanding, the Reorganized Debtor shall not be required to make distributions to holders of Allowed Claims in an amount less than \$50.00 (unless such Allowed Claim is less than \$50.00). Cash allocated to an Allowed Claim but withheld from distribution pursuant to this subsection shall be held for the account of and future distribution to the holder of such Allowed Claim.

5.10 Additional Charges

Except as may be expressly provided in the Plan or allowed by Final Order of the Bankruptcy Court, no interest, penalty, attorney's fee or late charge shall be allowed or paid with respect to any Claim.

5.11 Treatment of Executory Contracts and Unexpired Leases

(a) **Assumption or Rejection of Executory Contracts and Unexpired Leases.** On the Effective Date, except as otherwise provided in the Plan and/or designated in a List of Contracts to be Assumed (the "Assumption List") filed ten (ten) days prior to the date of the Confirmation Hearing, any unexpired lease or executory contract that has not been previously assumed or rejected by the Debtor pursuant to an order of the Bankruptcy Court (including any distribution agreement) shall be deemed rejected by the Debtor under Sections 365(a) and 1123 of the Bankruptcy Code, other than those executory contracts and unexpired leases that are (a) identified in the Plan or the Assumption List or (b) subject to a motion to assume that is pending on the Effective Date. Entry of the Confirmation Order shall constitute approval of such assumptions, and the rejection of the executory contracts or unexpired leases. Any motions to assume executory contracts and unexpired leases pending on the Effective Date shall be subject to approval by the Bankruptcy Court on or after the Effective Date by a Final Order.

(b) **Objections to Assumption and Assignments of Executory Contracts and Unexpired Leases.** To the extent that any party to an executory contract or unexpired lease identified for assumption, or any other party in interest, (a) asserts arrearages or damages pursuant to § 365(b)(1) of the Bankruptcy Code in an amount different from the amount, if any, set forth in the notice to be filed (b) has any objection to the proposed adequate assurance of future

performance, if required, or (c) has any other objection to the proposed assumption, cure, or assignment of a particular executory contract or unexpired lease on the terms and conditions provided for herein, all such asserted arrearages and any other objections shall be filed and served within the same deadline and in the same manner established for filing objections to Confirmation.

Failure to assert any arrearages different from the amount set forth in the Assumption List, or to file an objection within the time period set forth above, shall constitute consent to the assumption, cure, and assignment on the terms provided for herein, including acknowledgment that (a) the Debtor (or its assignee) has provided adequate assurance of future performance, if required, (b) the amount identified for “cure,” if any, is the amount necessary to compensate for any and all outstanding defaults or actual pecuniary loss under the executory contract or unexpired lease to be assumed, and (c) no other defaults exist under such executory contract or unexpired lease.

If an objection to assumption and assignment is filed based upon lack of adequate assurance of future performance or otherwise, and the Court determines that the Debtor cannot assume the executory contract or unexpired lease either as proposed or as may be proposed pursuant to a modified proposal submitted by the Debtor, then the unexpired lease or executory contract shall automatically thereupon be deemed to have been rejected.

(c) **Payments Related to Assumption of Executory Contracts and Unexpired Leases.** Any monetary defaults, including claims for actual pecuniary loss, under each executory contract and unexpired lease to be assumed under the Plan shall be satisfied, pursuant to Section 365(b)(1) of the Bankruptcy Code, by payment of the cure amount, if any, as otherwise agreed by the parties, or as ordered by the Bankruptcy Court in Cash within 90 days following the Effective Date, or on such other terms as may be agreed to by the parties to such executory contract or unexpired lease. In the event of a dispute regarding (a) the amount of any cure or pecuniary loss payment, (b) the ability of Reorganized Debtor to provide adequate assurance of future performance under the contract or lease to be assumed, if required, or (c) any other matter pertaining to assumption, the cure or pecuniary loss payments required by § 365(b)(1) of the Bankruptcy Code shall be made within a reasonable time following entry of a Final Order resolving the dispute and approving assumption.

(d) **Bar Date for Rejection Damages.** If the rejection of an executory contract or unexpired lease gives rise to a Claim by the other party or parties to such contract or lease, such Claim, to the extent that it is timely Filed and is a Allowed Claim, shall be classified in Class VII; provided, however, that the Unsecured Claim arising from rejection shall be forever barred and shall not be enforceable against Debtor, Reorganized Debtor, their successors or properties, unless a proof of Claim is Filed and served on the Reorganized Debtor within 30 days after the date of the notice of the entry of an order of the Bankruptcy Court authorizing rejection of the executory contract or unexpired lease, which order may be the Confirmation Order.

5.12 Pending Claims and Causes of Action

The following is a general discussion of the type and nature of claims and causes of action of the Estate:

NOTE: THE FOLLOWING DISCUSSION IS NOT INTENDED TO BE EXHAUSTIVE AND SHALL NOT LIMIT OR MODIFY ANY CLAIMS OR CAUSES OF ACTION OF THE ESTATE.

Some of the payments made by the Debtor to creditors within ninety (90) days of the filing of bankruptcy (or to an insider within one year of the filing of bankruptcy) may be subject to a claim for recovery as preferential transfers under 11 U.S.C. §547. A listing of such payments and creditors is contained in Debtor's schedules filed with the Bankruptcy Court in this case and is attached as **Exhibit D** hereto.

ALL CLAIMS OF THE BANKRUPTCY ESTATE ARE BEING PRESERVED UNDER THE PLAN.

Any and all causes of action which the Debtor may have, including, but not limited to Avoidance Actions and the Reserved Claims, which may be enforceable under applicable law, shall be preserved and may be pursued by the Reorganized Debtor. The Court shall retain jurisdiction to determine all such causes of action.

YOU MAY BE SUED IF:

- i) You were or are a creditor and you received a payment on a prior debt within ninety (90) days before the Petition Date whether or not the Debtor has scheduled a payment within this time frame;
- ii) You were an insider of the Debtor and you received a payment on a prior debt within one (1) year before the Petition Date whether or not the Debtor has scheduled a payment within this time frame;
- iii) You received any payments or property from the Debtor for goods or services you did not deliver or provide before the Petition Date;
- iv) You received any payments of property from the Debtor without providing reasonably equivalent value;
- v) You received pre-payments, advances or deposits from the Debtor which you did not earn;
- vii) You were involved in pending litigation with the Debtor at the time of the Petition Date or have been sued thereafter;
- viii) You owe the Debtor any money under a contract or as a result of your breach of contract with the Debtor;
- ix) Potential claims against you or any of your affiliates are described or referred to in this Disclosure Statement; or

- x) The Debtor has any claims against you under state or federal law, whether in contract or in tort, whether known or unknown.

CLAIMS RELATING TO INTELLECTUAL PROPERTY/RESERVED CLAIMS:

The Debtor has the claims and causes of action relating to the Intellectual Property Dispute described above, and which are “Reserved Claims” under the Settlement Agreement.

ARTICLE 6. CONFIRMATION OF THE PLAN

6.01 Feasibility

As a condition to confirmation of a plan, Section 1129 of the Bankruptcy Code requires, among other things, that the Bankruptcy Court determine that confirmation is not likely to be followed by the liquidation or the need for further financial reorganization of the debtor.

The projections set forth in Exhibit B are Debtor’s best estimate of the revenues and expenses under the Plan, and demonstrate the Plan’s feasibility.

6.02 Best Interests Test

In order to confirm the Plan, the Court must find that each holder of an impaired Claim or Equity Interest either (i) accepted the Plan or (ii) received or retained under the plan property of a value, as of the Effective Date, that is not less than the value such holder would receive if the debtor was liquidated under Chapter 7 of the Bankruptcy Code. In a typical Chapter 7 case the debtor ceases operations and a trustee is appointed to conduct an orderly liquidation of the debtor’s assets. The proceeds, net of trustee’s fees and other costs and expenses incurred in conducting the liquidation, are distributed to creditors in accordance with their rights and statutorily prescribed priorities of payment.

If this Case was converted to a liquidation under Chapter 7, Debtor believe that secured creditors would receive their collateral and there would be no assets available to administrative creditors or unsecured creditors, except possible proceeds from causes of action which are being conveyed to the Trust. Debtor believe and assert that the proposed Plan is better than liquidation because (1) the Debtor believes that he orderly liquidation value of its remaining assets is less than going-concern value; (2) Brian Alphonso, along with Charlie Hinkle, are converting the prepetition debt owed to their entities to equity, which would not occur in a Chapter 7 and (3) the Debtor will pursue the litigation on the IP Claims, which may or may not occur in a Chapter 7.

Based upon the foregoing liquidation analysis, unsecured creditors and equity interest holders would receive no distributions on account of their Claims in a Chapter 7 liquidation. Under the Plan, those creditors will receive distributions at least in the amount that they would get in a Chapter 7 Liquidation.

ARTICLE 7. ALTERNATIVES TO THE PLAN

7.01 General

The Debtor believe that the Plan affords the holders of Claims the potential for the greatest realization on the Debtor's assets and, therefore, is in the best interests of such holders. If the Plan is not confirmed, however, the theoretical alternatives include: (a) an alternative plan of reorganization; or (b) liquidation of the Debtor under Chapter 7 of the Bankruptcy Code; or (c) dismissal of the Chapter 11 Case. BASED UPON DEBTOR'S ASSESSMENT, UNSECURED CREDITORS WOULD LIKELY RECEIVE LOWER DISTRIBUTIONS IN A CHAPTER 7 CASE OR IN THE EVENT OF DISMISSAL OF THE CASE. The Debtor's property, if liquidated, would be utilized to pay priority tax and administrative claims, with no operations to fund periodic payments to unsecured creditors.

7.02 Alternative Plans

If the Plan is not confirmed, the Debtor or any other party in interest in the case could attempt to formulate and propose a different plan. Other parties may propose alternative plans, but the Debtor does not believe that any other plan will provide a greater recovery for the Creditors than proposed by Debtor's Plan, or that any such plans will be feasible.

7.03 Liquidation Under Chapter 7 or Dismissal

If no Plan can be confirmed, this Chapter 11 Case may be converted to a case under Chapter 7 of the Bankruptcy Code. In a Chapter 7 case, a trustee would be elected or appointed to liquidate the assets of the Debtor. The proceeds of the liquidation would be distributed to the respective holders of Claims against the Debtor in accordance with the priorities established by the Bankruptcy Code. Debtor does not believe that a liquidation of their assets would produce proceeds that exceed the secured and administrative claims.

As set forth in the preceding section, the Plan is clearly superior to a Chapter 7 liquidation. No separate liquidation analysis has been prepared as an exhibit.

ARTICLE 8. RISK FACTORS

The risk factors are discussed in Section 7 above.

8.01 Uncertainty in the Financial Projections and Plan Default

The Projections are based on numerous assumptions that are an integral part of the projections and are detailed in paragraph 3.03 of this Disclosure Statement. The assumptions and estimates underlying the projections are inherently uncertain and are subject to business, economic and competitive risks and other uncertainties which could materially affect the accuracy of the Projections. Consequently, the Projections contained in this Disclosure Statement are not intended, nor should they be received as representations that the projections will be achieved. In the event of a default under the Plan, such default in the performance of the Plan shall not automatically result in the termination of the Plan or constitute a revocation of the Confirmation

order. In the event of a default by the Debtor under the Plan, the Creditors, after giving a ten (20) day written notice and opportunity to cure to the Debtor, with a copy to counsel for the Debtor, may exercise any rights granted to them under documents executed to evidence the Plan or any rights available to them under applicable non-bankruptcy law. In the absence of a document executed to evidence the Plan, this Plan may be enforced as a contract by filing suit to collect the payments required under the Plan as if the Plan were a promissory note or other written contract.

ARTICLE 9. CERTAIN FEDERAL INCOME TAX CONSEQUENCES OF THE PLAN

9.01 Income Tax Consequences

The transactions contemplated by the confirmation of the Plan may have an impact on the tax treatment received with respect to distributions under the Plan. That impact may be adverse to a creditor or interest holder. The Debtor has attempted to structure the Plan to preserve any valuable tax attributes.

An analysis of federal income tax consequences of the Plan to creditors, interest holders, and the Debtor requires a review of the Internal Revenue Code ("IRS Code"), the Treasury regulations promulgated there under, judicial authority and current administrative rulings and practice. The Plan and its related tax consequences are complex. Neither the Debtor nor the Debtor's counsel have requested a ruling from the Internal Revenue Service with respect to these matters. Accordingly, no assurance can be given as to the IRS's interpretation of the Plan.

THE TRANSACTION CONTEMPLATED BY THE CONFIRMATION OF THE PLAN MAY HAVE AN IMPACT ON THE TAX TREATMENT OF ANY CREDITOR OR INTEREST HOLDER. THAT IMPACT MAY BE ADVERSE TO THE CREDITOR OR INTEREST HOLDER. NOTHING HEREIN IS INTENDED TO BE ADVICE OR OPINION AS TO THE TAX IMPACT OF THE PLAN ON ANY INDIVIDUAL CREDITOR OR INTEREST HOLDER. EACH CREDITOR OR INTEREST HOLDER IS CAUTIONED TO OBTAIN INDEPENDENT AND COMPETENT TAX ADVICE PRIOR TO VOTING ON THE PLAN.

ARTICLE 10. JURISDICTION OF THE COURT

10.01 General Retention of Jurisdiction

Until the Bankruptcy Case is closed, the Bankruptcy shall retain the fullest and most extensive jurisdiction permissible, including, without limitation, that necessary (a) to ensure that the purposes and intent of the Plan are carried out, (b) to enforce and interpret the terms and conditions of the Plan, and (c) to enter such orders or judgments including, without limitation, injunctions necessary to enforce the rights, title, and powers of the Debtor and/or the Reorganized Debtor. Except as otherwise provided in the Plan, the Bankruptcy Court shall retain jurisdiction to hear and determine all Claims against and Interests in the Debtor and to adjudicate and enforce all other causes of action that may exist on behalf of the Debtor.

10.02 Specific Purposes

Without limiting the effect of Section 11.01 the Bankruptcy Court shall retain jurisdiction after Confirmation to:

(a) modify the Plan after entry of the Confirmation Order, pursuant to the provisions of the Plan, the Bankruptcy Code, and the Bankruptcy Rules;

(b) correct any defect, cure any omission, reconcile any inconsistency, or make any other necessary changes or modifications in or to the Plan, or the Confirmation Order as may be necessary to carry out the purposes and intent of the Plan;

(c) hear and determine any cause of action, and to enter and implement such orders as may be necessary or appropriate, to execute, interpret, implement, consummate, or enforce the Plan and the transactions contemplated thereunder;

(d) hear and determine disputes arising in connection with the execution, interpretation, implementation, consummation, or enforcement of the Plan, and to enforce, including by specific performance, the provisions of the Plan;

(e) hear and determine disputes arising in connection with the execution, interpretation, implementation, consummation, or enforcement of the settlement agreements, asset purchase agreements or other agreements entered into by the Debtor during the Case,

(f) enter and implement orders or take such other actions as may be necessary or appropriate to restrain interference with the consummation or implementation of the Plan, including, without limitation, to issue, administer, and enforce injunctions, releases, assignments, transfers of property or property rights, or other obligations contained in the Plan and the Confirmation Order;

(g) assure the performance by Reorganized Debtor of their obligations to make distributions under the Plan;

(h) enter such orders or judgments, including injunctions, as necessary to enforce the title, rights, and powers of the Debtor, Reorganized Debtor, or the Plan;

(i) hear and determine any and all adversary proceedings, applications, and contested matters, including any remands after appeal;

(j) ensure that distributions to holders of Allowed Claims are accomplished as provided herein;

(k) hear and determine any timely objections to or motions or applications concerning Claims or the allowance, classification, priority, compromise, setoff, estimation, or payment of any Claim, to the fullest extent permitted by the provisions of Section 157 of title 28 of the United States Code;

(l) enter and implement such orders as may be appropriate in the event the Confirmation Order is for any reason stayed, revoked, modified, reversed, or vacated;

(m) hear and determine any motions, contested matters or adversary proceedings involving taxes, tax refunds, tax attributes, tax benefits, and similar or related matters with respect to the Debtor and/or Reorganized Debtor arising on or prior to the Effective Date, arising on account of transactions contemplated by the Plan, or relating to the period of administration of the Case;

(n) hear and determine all applications for the employment or compensation of Professional Persons and reimbursement of expenses under Sections 330, 331, or 503(b) of the Bankruptcy Code or the Plan;

(o) recover all assets of the Debtor and Property of the Estates wherever located, including actions under chapter 5 of the Bankruptcy Code;

(p) hear and determine any and all motions pending as of the Confirmation Date for the rejection, assumption, or assignment of executory contracts or unexpired leases and the allowance of any Claim resulting therefrom;

(q) hear and determine such other matters and for such other purposes as may be provided in the Confirmation Order;

(r) consider and act on the compromise and settlement of any Claim against, or Interest in, the Debtor, including, without limitation, any disputes relating to any Administrative Claims, any Bar Date, or Bar Date Order;

(s) hear and determine all questions and disputes regarding title to the assets of the Debtor, its respective Estate;

(t) hear and determine any other matters related hereto, including the implementation and enforcement of all orders entered by the Bankruptcy Court in the Case; and

(u) enter such orders as are necessary to implement and enforce any injunctions provided for in the Plan and Confirmation Order.

ARTICLE 11. MISCELLANEOUS

11.01 Amendment or Modification of the Plan

This Plan may be amended or modified by the Debtor prior to the hearing on confirmation without notice or hearing and without an additional Disclosure Statement pursuant to § 1127(a) of the Bankruptcy Code and, to the extent applicable, Bankruptcy Rule 3019. Post-confirmation amendments or modifications of the Plan may be allowed by the Court under § 1127(b) of the Bankruptcy Code if the proposed amendment or modification is offered before the Plan has been substantially consummated. The sole right to amend or modify the Plan at any time shall be reserved to the Debtor.

11.02 Modification of Loan and Collateral Documents

To the extent that the Plan proposes changes in the treatment of Allowed Secured Claims, restated or amended or modified documents will be executed in order to properly document and reflect the terms of the Plan for the benefit and protection of the affected lender. The form of such documents will be subject to lender approval.

11.03 Effective Date and Final Decree

The Effective Date will be the first Business Day that is fourteen (14) days after the Confirmation Date on which (a) no stay of the Confirmation Order is in effect; and (b) all conditions to effectiveness set forth in the Plan have been satisfied or waived in accordance with the terms of the Plan. No payments to creditors will be made prior to the Effective Date. Debtor intends to file a motion for entry of a final decree within six (6) months form the Effective Date. Debtor will file and serve a notice of the Effective Date of the Plan within five business days of the Effective Date.

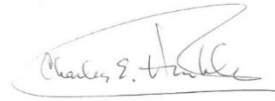
ARTICLE 12. REQUEST FOR APPROVAL AND ACCEPTANCE OF PLAN

WHEREFORE, Debtor submits this Disclosure Statement and the information contained therein, in good faith, in accordance with the provisions of Title 11, U.S.C. § 101 et. seq. for consideration by Creditors and other parties in interest, and as the sole source of information furnished by the Debtor, or to be furnished by the Debtor, in solicitation of acceptance of Debtor's Plan.

Dated: July 11, 2022

Respectfully submitted,

LOADCRAFT INDUSTRIES, LTD.

A handwritten signature in blue ink, appearing to read "Charles E. Hinkle", is written over a horizontal line.

By: Charles E. Hinkle
Its: CEO

Eric J. Taube
State Bar No. 19679350
Mark C. Taylor
State Bar No. 19713225
WALLER, LANSDEN, DORTCH & DAVIS, LLP
100 Congress Avenue, 18th Floor
Austin, Texas 78701
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ATTORNEYS FOR DEBTOR

EXHIBIT A

Monthly Operating Report

UNITED STATES BANKRUPTCY COURT

Western DISTRICT OF Texas

Austin Division

In Re. Loadcraft Industries, Ltd.

§
§
§
§

Case No. 21-11018

Debtor(s)

☐ Jointly Administered

Monthly Operating Report

Chapter 11

Reporting Period Ended: 05/31/2022

Petition Date: 12/30/2021

Months Pending: 5

Industry Classification:

2	1	3	1
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Reporting Method:

Accrual Basis ☒

Cash Basis ☐

Debtor's Full-Time Employees (current):

35

Debtor's Full-Time Employees (as of date of order for relief):

38

Supporting Documentation (check all that are attached):

(For jointly administered debtors, any required schedules must be provided on a non-consolidated basis for each debtor)

- ☒ Statement of cash receipts and disbursements
- ☒ Balance sheet containing the summary and detail of the assets, liabilities and equity (net worth) or deficit
- ☒ Statement of operations (profit or loss statement)
- ☒ Accounts receivable aging
- ☒ Postpetition liabilities aging
- ☐ Statement of capital assets
- ☒ Schedule of payments to professionals
- ☒ Schedule of payments to insiders
- ☒ All bank statements and bank reconciliations for the reporting period
- ☐ Description of the assets sold or transferred and the terms of the sale or transfer

/s/ Eric J. Taube

Signature of Responsible Party

06/24/2022

Date

Eric J. Taube

Printed Name of Responsible Party

100 Congress Ave., 18th Floor

Austin, TX 78701

Address

STATEMENT: This Periodic Report is associated with an open bankruptcy case; therefore, Paperwork Reduction Act exemption 5 C.F.R. § 1320.4(a)(2) applies.

Debtor's Name Loadcraft Industries, Ltd.

Case No. 21-11018

Part 1: Cash Receipts and Disbursements	Current Month	Cumulative
a. Cash balance beginning of month	\$29,506	
b. Total receipts (net of transfers between accounts)	\$253,448	\$1,017,560
c. Total disbursements (net of transfers between accounts)	\$245,745	\$1,319,910
d. Cash balance end of month (a+b-c)	\$37,209	
e. Disbursements made by third party for the benefit of the estate	\$0	\$0
f. Total disbursements for quarterly fee calculation (c+e)	\$245,745	\$1,319,910

Part 2: Asset and Liability Status (Not generally applicable to Individual Debtors. See Instructions.)	Current Month
a. Accounts receivable (total net of allowance)	\$18,826
b. Accounts receivable over 90 days outstanding (net of allowance)	\$0
c. Inventory (Book <input checked="" type="radio"/> Market <input type="radio"/> Other <input type="radio"/> (attach explanation))	\$944,867
d. Total current assets	\$1,124,563
e. Total assets	\$1,124,563
f. Postpetition payables (excluding taxes)	\$227,687
g. Postpetition payables past due (excluding taxes)	\$136,154
h. Postpetition taxes payable	\$0
i. Postpetition taxes past due	\$0
j. Total postpetition debt (f+h)	\$227,687
k. Prepetition secured debt	\$1,100,000
l. Prepetition priority debt	\$1,166,030
m. Prepetition unsecured debt	\$6,062,683
n. Total liabilities (debt) (j+k+l+m)	\$8,556,401
o. Ending equity/net worth (e-n)	\$-7,431,838

Part 3: Assets Sold or Transferred	Current Month	Cumulative
a. Total cash sales price for assets sold/transferred outside the ordinary course of business	\$0	\$0
b. Total payments to third parties incident to assets being sold/transferred outside the ordinary course of business	\$0	\$0
c. Net cash proceeds from assets sold/transferred outside the ordinary course of business (a-b)	\$0	\$0

Part 4: Income Statement (Statement of Operations) (Not generally applicable to Individual Debtors. See Instructions.)	Current Month	Cumulative
a. Gross income/sales (net of returns and allowances)	\$335,650	
b. Cost of goods sold (inclusive of depreciation, if applicable)	\$281,124	
c. Gross profit (a-b)	\$54,526	
d. Selling expenses	\$11,630	
e. General and administrative expenses	\$27,003	
f. Other expenses	\$0	
g. Depreciation and/or amortization (not included in 4b)	\$0	
h. Interest	\$616	
i. Taxes (local, state, and federal)	\$0	
j. Reorganization items	\$0	
k. Profit (loss)	\$15,276	\$121,819

Debtor's Name Loadcraft Industries, Ltd.

Case No. 21-11018

Part 5: Professional Fees and Expenses

a.			Approved Current Month	Approved Cumulative	Paid Current Month	Paid Cumulative
	Debtor's professional fees & expenses (bankruptcy) <i>Aggregate Total</i>		\$191,823	\$266,823	\$191,823	\$266,823
	<i>Itemized Breakdown by Firm</i>					
	Firm Name	Role				
i	Waller Lansden Dortch and Davis	Lead Counsel	\$191,823	\$266,823	\$191,823	\$266,823
ii						
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Debtor's Name Loadcraft Industries, Ltd.

Case No. 21-11018

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	xc vii						
	xc viii						
	xc ix						
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b.			Approved Current Month	Approved Cumulative	Paid Current Month	Paid Cumulative
	Debtor's professional fees & expenses (nonbankruptcy) <i>Aggregate Total</i>			\$0		
	<i>Itemized Breakdown by Firm</i>					
	Firm Name	Role				
	i			\$0		
	ii					
	iii					
	iv					
	v					
	vi					
	vii					
	viii					
	ix					
	x					
	xi					
	xii					
	xiii					
	xiv					

Debtor's Name Loadcraft Industries, Ltd.

Case No. 21-11018

	xcix						
	c						
c.	All professional fees and expenses (debtor & committees)						

Part 6: Postpetition Taxes

	Current Month	Cumulative
a. Postpetition income taxes accrued (local, state, and federal)	\$0	\$0
b. Postpetition income taxes paid (local, state, and federal)	\$0	\$0
c. Postpetition employer payroll taxes accrued	\$3,461	\$14,245
d. Postpetition employer payroll taxes paid	\$7,602	\$39,898
e. Postpetition property taxes paid	\$0	\$0
f. Postpetition other taxes accrued (local, state, and federal)	\$0	\$0
g. Postpetition other taxes paid (local, state, and federal)	\$0	\$0

Part 7: Questionnaire - During this reporting period:

- a. Were any payments made on prepetition debt? (if yes, see Instructions) Yes ☐ No ☒
- b. Were any payments made outside the ordinary course of business without court approval? (if yes, see Instructions) Yes ☐ No ☒
- c. Were any payments made to or on behalf of insiders? Yes ☒ No ☐
- d. Are you current on postpetition tax return filings? Yes ☒ No ☐
- e. Are you current on postpetition estimated tax payments? Yes ☒ No ☐
- f. Were all trust fund taxes remitted on a current basis? Yes ☒ No ☐
- g. Was there any postpetition borrowing, other than trade credit? (if yes, see Instructions) Yes ☐ No ☒
- h. Were all payments made to or on behalf of professionals approved by the court? Yes ☒ No ☐ N/A ☐
- i. Do you have:
- Worker's compensation insurance? Yes ☒ No ☐
 - If yes, are your premiums current? Yes ☒ No ☐ N/A ☐ (if no, see Instructions)
 - Casualty/property insurance? Yes ☐ No ☒
 - If yes, are your premiums current? Yes ☐ No ☐ N/A ☒ (if no, see Instructions)
 - General liability insurance? Yes ☒ No ☐
 - If yes, are your premiums current? Yes ☒ No ☐ N/A ☐ (if no, see Instructions)
- j. Has a plan of reorganization been filed with the court? Yes ☐ No ☒
- k. Has a disclosure statement been filed with the court? Yes ☐ No ☒
- l. Are you current with quarterly U.S. Trustee fees as set forth under 28 U.S.C. § 1930? Yes ☒ No ☐

Debtor's Name Loadcraft Industries, Ltd.

Case No. 21-11018

Part 8: Individual Chapter 11 Debtors (Only)

- | | | |
|--|-------|-----|
| a. Gross income (receipts) from salary and wages | _____ | \$0 |
| b. Gross income (receipts) from self-employment | _____ | \$0 |
| c. Gross income from all other sources | _____ | \$0 |
| d. Total income in the reporting period (a+b+c) | _____ | \$0 |
| e. Payroll deductions | _____ | \$0 |
| f. Self-employment related expenses | _____ | \$0 |
| g. Living expenses | _____ | \$0 |
| h. All other expenses | _____ | \$0 |
| i. Total expenses in the reporting period (e+f+g+h) | _____ | \$0 |
| j. Difference between total income and total expenses (d-i) | _____ | \$0 |
| k. List the total amount of all postpetition debts that are past due | _____ | \$0 |
- l. Are you required to pay any Domestic Support Obligations as defined by 11 U.S.C § 101(14A)? Yes ☐ No ☒
- m. If yes, have you made all Domestic Support Obligation payments? Yes ☐ No ☐ N/A ☒

Privacy Act Statement

28 U.S.C. § 589b authorizes the collection of this information, and provision of this information is mandatory under 11 U.S.C. §§ 704, 1106, and 1107. The United States Trustee will use this information to calculate statutory fee assessments under 28 U.S.C. § 1930(a)(6). The United States Trustee will also use this information to evaluate a chapter 11 debtor's progress through the bankruptcy system, including the likelihood of a plan of reorganization being confirmed and whether the case is being prosecuted in good faith. This information may be disclosed to a bankruptcy trustee or examiner when the information is needed to perform the trustee's or examiner's duties or to the appropriate federal, state, local, regulatory, tribal, or foreign law enforcement agency when the information indicates a violation or potential violation of law. Other disclosures may be made for routine purposes. For a discussion of the types of routine disclosures that may be made, you may consult the Executive Office for United States Trustee's systems of records notice, UST-001, "Bankruptcy Case Files and Associated Records." See 71 Fed. Reg. 59,818 et seq. (Oct. 11, 2006). A copy of the notice may be obtained at the following link: http://www.justice.gov/ust/eo/rules_regulations/index.htm. Failure to provide this information could result in the dismissal or conversion of your bankruptcy case or other action by the United States Trustee. 11 U.S.C. § 1112(b)(4)(F).

I declare under penalty of perjury that the foregoing Monthly Operating Report and its supporting documentation are true and correct and that I have been authorized to sign this report on behalf of the estate.

/s/ Charles E. Hinkle

Signature of Responsible Party

Authorized Representative of General Partner

Title

Charles E. Hinkle

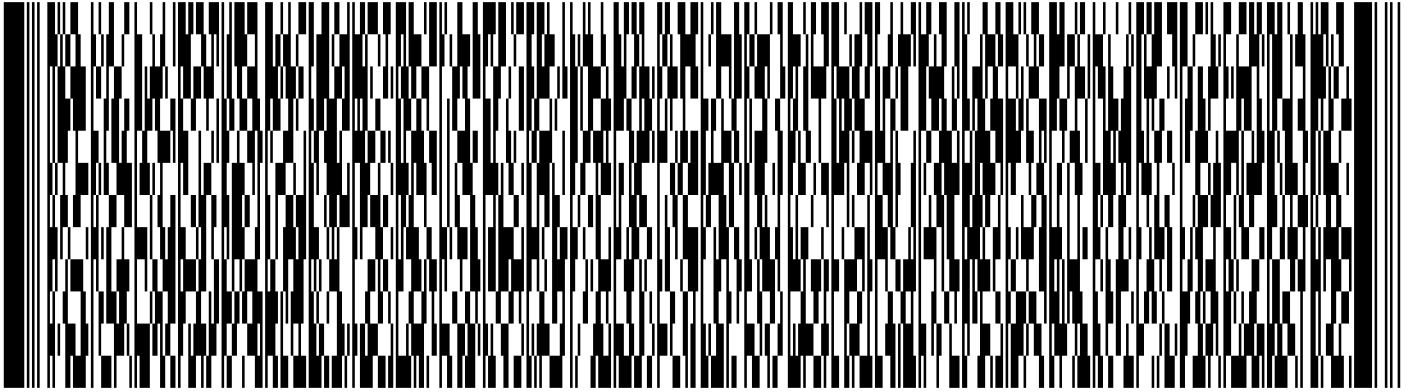
Printed Name of Responsible Party

06/24/2022

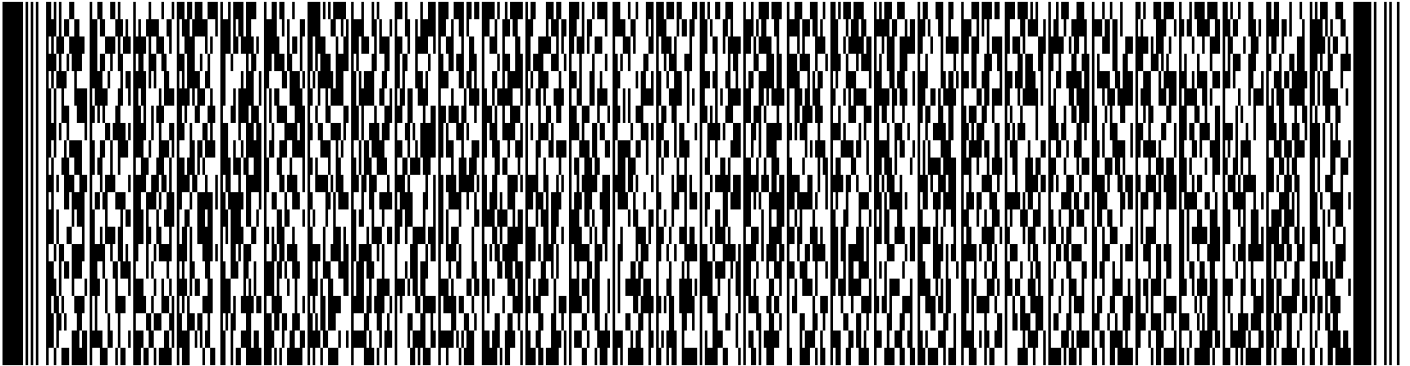
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Debtor's Name Loadcraft Industries, Ltd.

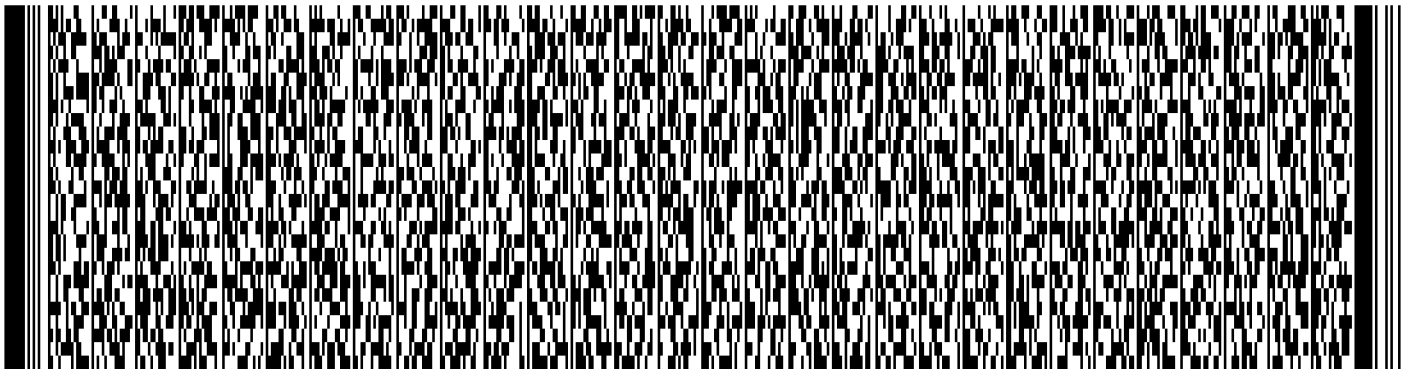
Case No. 21-11018



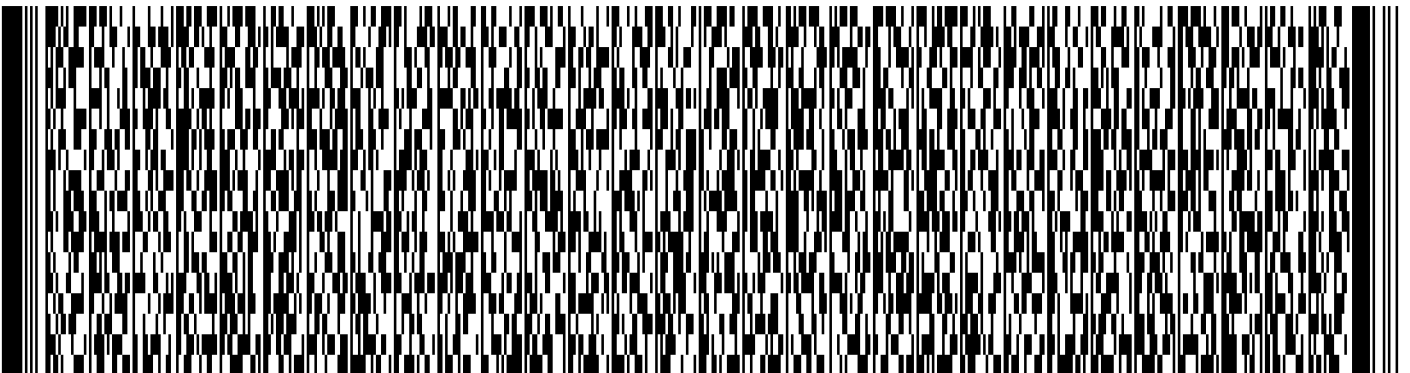
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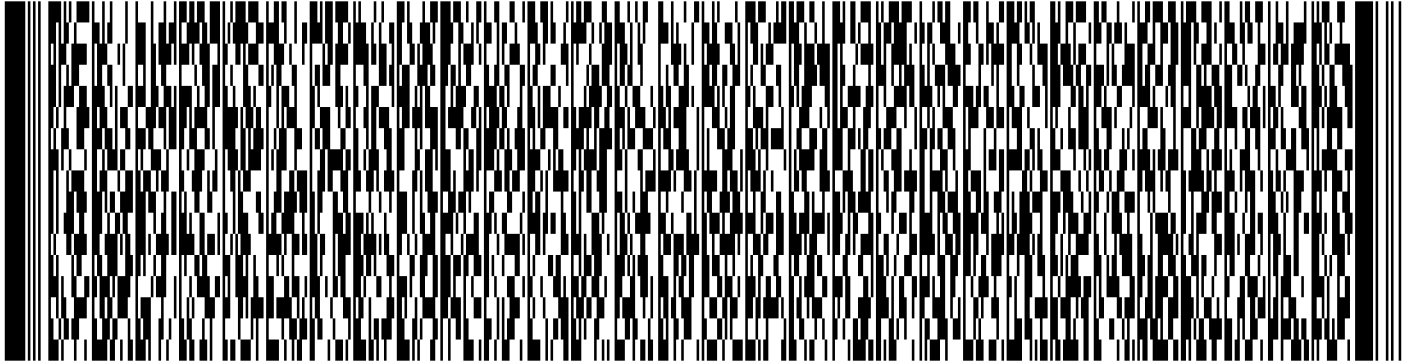
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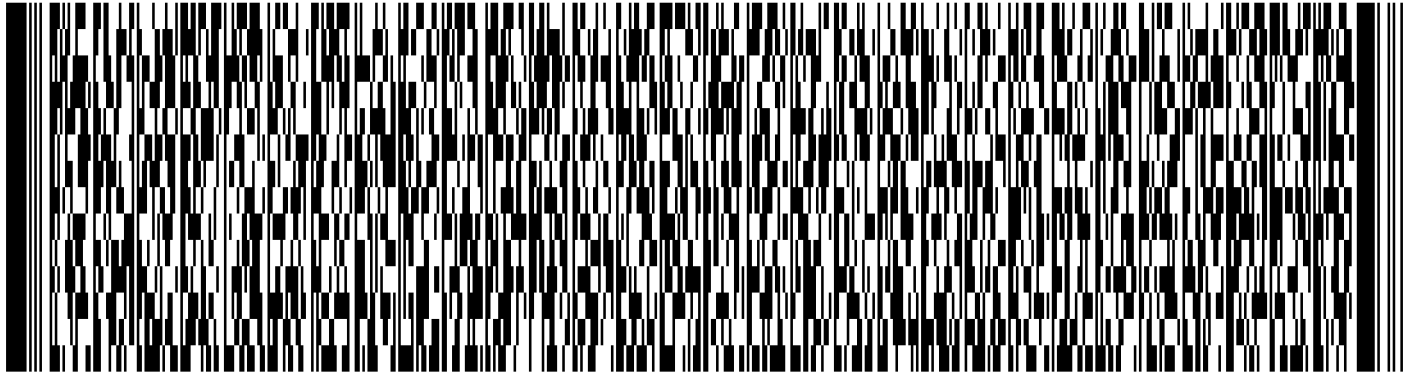
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Debtor's Name Loadcraft Industries, Ltd.

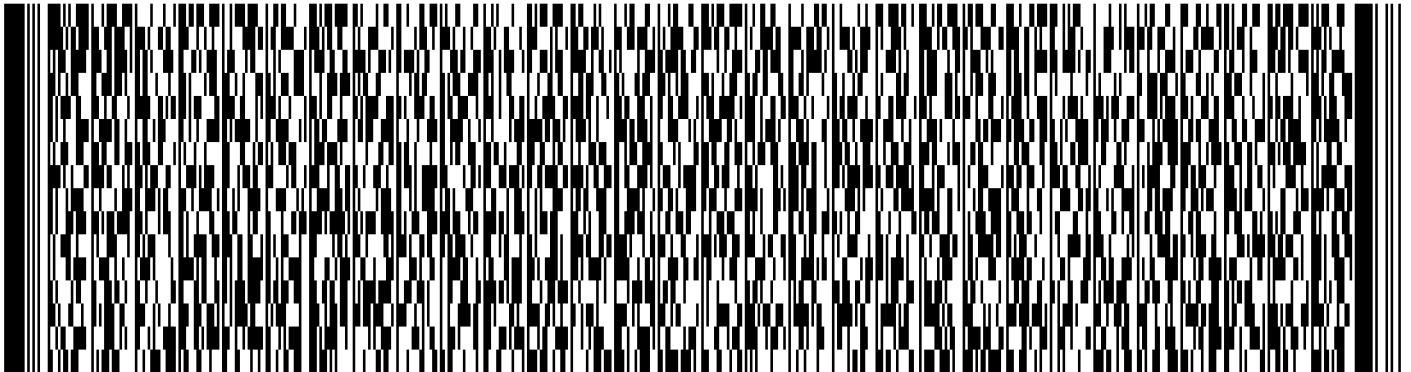
Case No. 21-11018



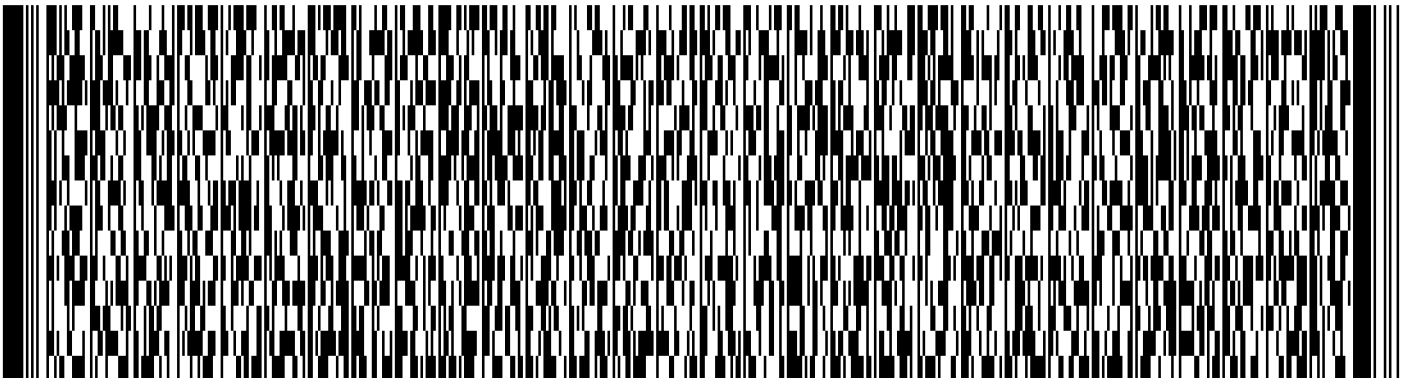
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Bankruptcy51to100



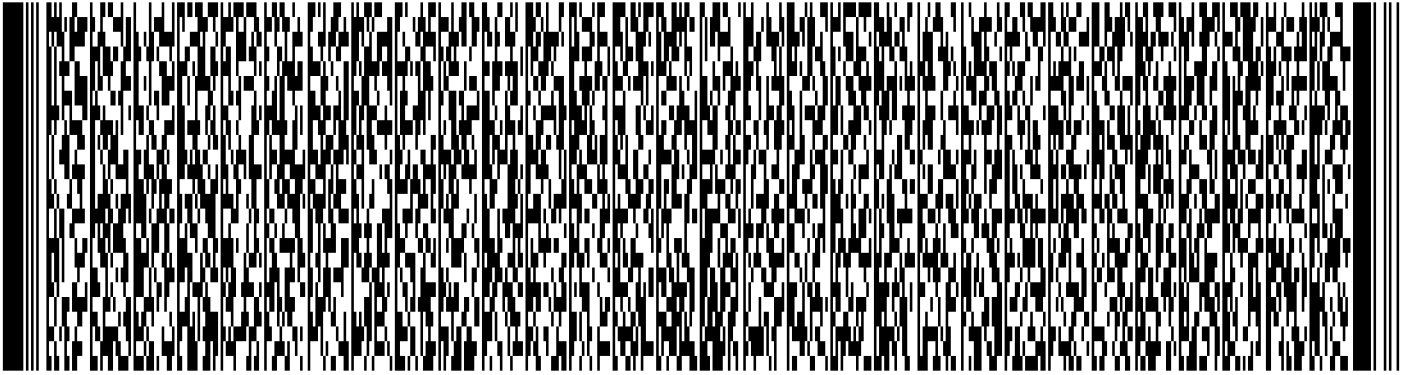
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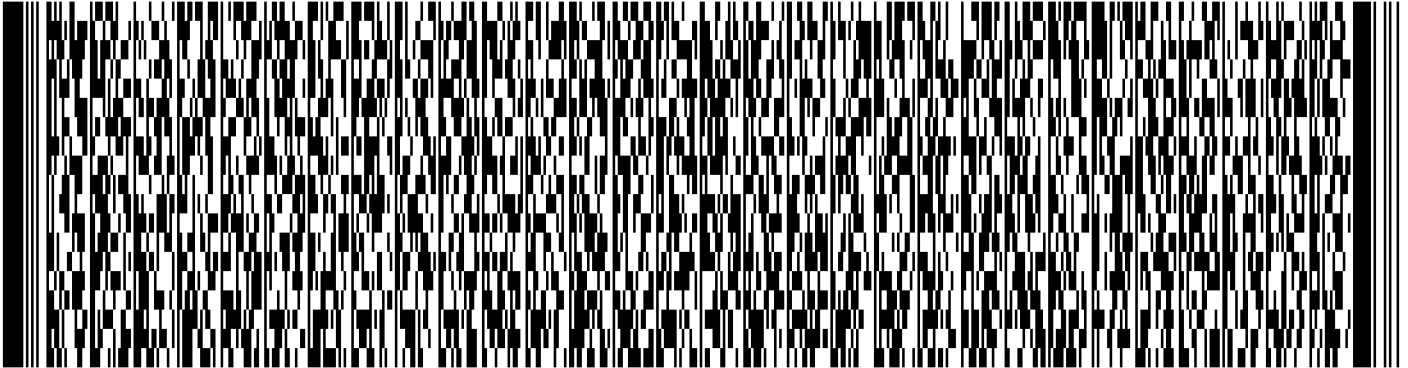
NonBankruptcy51to100

Debtor's Name Loadcraft Industries, Ltd.

Case No. 21-11018



PageThree



PageFour

Loadcraft Industries, Ltd.
Receipts
May, 2022

253,447.80 Total Receipts					
Date	Check #	\$	INV #	Reference	Category
5/2/2022	Wire - CC	5,335.00	18853	Mark Mullin	AR Collection
5/2/2022	Wire - CC	0.05	MISC	Clearant Fee	Misc
5/3/2022	34049	9,780.75	MISC	ScrapSale_TxAlloy	Misc
5/3/2022	6.82E+08	21,491.00	18874	Innodry	AR Collection
5/3/2022	56573	19,500.00	18897	Jelec	AR Collection
5/5/2022	58769	16,000.00	18917	Concho Services	AR Collection
5/5/2022	Wire - CC	95.00	18885	Moore Truck	AR Collection
5/9/2022	34100	4,941.16	MISC	ScrapSale_TxAlloy	Misc
5/10/2022	1132	12,005.42	18841	Lighted Way	AR Collection
5/10/2022	Wire	1,108.00	18907	Mason Intl Oilfield	AR Collection
5/11/2022	Wire	3,536.00	18892	John Energy	AR Collection
5/12/2022	Wire	25,000.00	MISC	Alphonso Energy LLC	Capital Contribution
5/13/2022	Wire	42,880.00	18918	SDF	AR Collection
5/18/2022	Wire - CC	176.00	18883	Damian Oil	AR Collection
5/23/2022	56598	24,975.00	18919	Jelec	AR Collection
5/23/2022	Wire	13,682.25	18830	Gulf Energy	AR Collection
5/23/2022	Wire	13,440.00	18856	Gulf Energy	AR Collection
5/23/2022	4762	1,196.50	18849	Snyder Well	AR Collection
5/24/2022	Wire	35,528.00	18889	LL & Sons	AR Collection
5/31/2022	34152	2,121.00	MISC	ScrapSale_TxAlloy	Misc
5/31/2022	6392	271.72	18838	Blackhawk	AR Collection
5/31/2022	4165	384.95	18840	Blackhawk	AR Collection

Loadcraft Industries, Ltd.
Disbursements
May, 2022

245,745 Total Disbursements

NET	Date	Description		Purchase	Return	Bank	Category
203.00	5/9/2022	ANALYSIS CHARGE	04	203.00		Regions	Bank Fee
15.00	5/10/2022	REGIONS BANK FEE		15.00		Regions	Bank Fee
15.00	5/11/2022	REGIONS BANK FEE		15.00		Regions	Bank Fee
15.00	5/12/2022	REGIONS BANK FEE		15.00		Regions	Bank Fee
15.00	5/13/2022	REGIONS BANK FEE		15.00		Regions	Bank Fee
25.00	5/20/2022	REGIONS BANK FEE		25.00		Regions	Bank Fee
45.00	5/20/2022	REGIONS BANK FEE		45.00		Regions	Bank Fee
3.00	5/23/2022	REGIONS BANK FEE		3.00		Regions	Bank Fee
15.00	5/23/2022	REGIONS BANK FEE		15.00		Regions	Bank Fee
15.00	5/23/2022	REGIONS BANK FEE		15.00		Regions	Bank Fee
15.00	5/24/2022	REGIONS BANK FEE		15.00		Regions	Bank Fee
2,670.79	5/20/2022	Luis Jauregui_Wages		2,670.79		Regions	Commisson
500.00	5/20/2022	Orient Oil		500.00		Regions	Commisson
178.20	5/18/2022	ABS 5085		178.20		Regions	Consumables
137.18	5/26/2022	ABS 5085		137.18		Regions	Consumables
75.18	5/4/2022	AIRGAS USA LLC 4900		75.18		Regions	Consumables
89.09	5/12/2022	AIRGAS USA LLC 4900		89.09		Regions	Consumables
4.28	5/4/2022	APSCO SUPPLY 5074		4.28		Regions	Consumables
458.53	5/9/2022	BOB MOORE TIRE 7538		458.53		Regions	Consumables
251.50	5/16/2022	BOB MOORE TIRE 7538		251.50		Regions	Consumables
1.94	5/3/2022	BRADY BUTANE C 5983		1.94		Regions	Consumables
8.65	5/10/2022	BRADY BUTANE C 5983		8.65		Regions	Consumables
40.87	5/12/2022	BRADY BUTANE C 5983		40.87		Regions	Consumables
459.36	5/27/2022	CROSS TEXAS SUP 7692		459.36		Regions	Consumables
80.49	5/31/2022	DAYS INN & SUIT 3510		80.49		Regions	Consumables
80.49	5/31/2022	DAYS INN & SUIT 3510		80.49		Regions	Consumables
242.78	5/19/2022	DeCoty Coffee C 5499		242.78		Regions	Consumables
67.04	5/2/2022	FASTENAL COMPAN 5085		67.04		Regions	Consumables
16.83	5/19/2022	FASTENAL COMPAN 5085		16.83		Regions	Consumables
96.00	5/26/2022	HEART OF TEXAS 7538		96.00		Regions	Consumables
318.43	5/27/2022	HOMEDPOT.COM 5200		318.43		Regions	Consumables
39.15	5/19/2022	KEITH ACE HARD 5251		39.15		Regions	Consumables
2.59	5/19/2022	KEITH ACE HARDW 5251		2.59		Regions	Consumables
15.78	5/27/2022	KFC J625107 5814		15.78		Regions	Consumables
7.99	5/3/2022	MOORE S AUTO 0 5533		7.99		Regions	Consumables
61.68	5/9/2022	MOORE S AUTO 0 5533		61.68		Regions	Consumables
22.91	5/12/2022	MOORE S AUTO 0 5533		22.91		Regions	Consumables
51.98	5/12/2022	MOORE S AUTO 0 5533		51.98		Regions	Consumables
44.76	5/17/2022	MOORE S AUTO 0 5533		44.76		Regions	Consumables
188.71	5/17/2022	MOORE S AUTO 0 5533		188.71		Regions	Consumables
13.98	5/18/2022	MOORE S AUTO 0 5533		13.98		Regions	Consumables
65.49	5/18/2022	MOORE S AUTO 0 5533		65.49		Regions	Consumables
67.48	5/18/2022	MOORE S AUTO 0 5533		67.48		Regions	Consumables
510.93	5/18/2022	MOORE S AUTO 0 5533		510.93		Regions	Consumables
153.60	5/19/2022	MOORE S AUTO 0 5533		153.60		Regions	Consumables
66.89	5/23/2022	MOORE S AUTO 0 5533		66.89		Regions	Consumables
29.75	5/4/2022	MOTOR 9399		29.75		Regions	Consumables
9.75	5/5/2022	MOTOR 9399		9.75		Regions	Consumables
19.80	5/17/2022	NAPA AUTO 0026 5533		19.80		Regions	Consumables
105.53	5/17/2022	NAPA AUTO 0026 5533		105.53		Regions	Consumables
13.83	5/23/2022	NAPA AUTO 0026 5533		13.83		Regions	Consumables

NET	Date	Description	Purchase	Return	Bank	Category
62.25	5/23/2022	NAPA AUTO 0026 5533	62.25		Regions	Consumables
425.98	5/2/2022	O REILLY AUTO 5533	425.98		Regions	Consumables
61.78	5/12/2022	O REILLY AUTO 5533	61.78		Regions	Consumables
150.00	5/23/2022	SANTA ANNA NATL 6010	150.00		Regions	Consumables
41.36	5/3/2022	STARR SALES 5085	41.36		Regions	Consumables
129.25	5/9/2022	STARR SALES 5085	129.25		Regions	Consumables
87.24	5/10/2022	STARR SALES 5085	87.24		Regions	Consumables
169.01	5/11/2022	STARR SALES 5085	169.01		Regions	Consumables
583.19	5/25/2022	STARR SALES 5085	583.19		Regions	Consumables
11.86	5/6/2022	THE HOME DEPOT 5200	11.86		Regions	Consumables
36.22	5/10/2022	THE HOME DEPOT 5200	36.22		Regions	Consumables
72.34	5/19/2022	THE HOME DEPOT 5200	72.34		Regions	Consumables
97.41	5/16/2022	TRACTOR S 2309 5599	97.41		Regions	Consumables
70.35	5/18/2022	TRACTOR S 2309 5599	70.35		Regions	Consumables
21.99	5/20/2022	UNITED SUPERMA 5411	21.99		Regions	Consumables
120.86	5/17/2022	WAL-MART #0917 5411	120.86		Regions	Consumables
24.88	5/10/2022	WEAKLEY-WATSON 5251	24.88		Regions	Consumables
7.03	5/11/2022	WEAKLEY-WATSON 5251	7.03		Regions	Consumables
22.91	5/31/2022	WENDY S #355 5814	22.91		Regions	Consumables
1.75	5/31/2022	WM SUPERC Wal- 5411	1.75		Regions	Consumables
18.12	5/4/2022	WM SUPERCENTER 5411	18.12		Regions	Consumables
77.32	5/11/2022	WM SUPERCENTER 5411	77.32		Regions	Consumables
177.37	5/3/2022	ELLIOTT ELECTR 5251	177.37		Regions	Consumables
102.00	5/9/2022	ELLIOTT ELECTR 5251	102.00		Regions	Consumables
338.48	5/19/2022	ELLIOTT ELECTR 5251	338.48		Regions	Consumables
46.83	5/4/2022	FLEETPRIDE469 5533	46.83		Regions	Consumables
177.66	5/27/2022	MOTION INDUSTRI 5085	177.66		Regions	Consumables
93.19	5/31/2022	MOTION INDUSTRI 5085	93.19		Regions	Consumables
256.46	5/31/2022	MOTION INDUSTRI 5085	256.46		Regions	Consumables
372.22	5/17/2022	MSC 5085	372.22		Regions	Consumables
300.00	5/5/2022	Py:44604 RODNEY MCFARLAND	300.00		Regions	Consumables
400.00	5/5/2022	Py:44605 RODNEY MCFARLAND	400.00		Regions	Consumables
2,000.00	5/5/2022	Py:44606 HOME MOTORS, INC.	2,000.00		Regions	Consumables
58.00	5/11/2022	Py:44612 RANDALL COVEY	58.00		Regions	Consumables
40.60	5/11/2022	Py:44614 RAYMOND OLIVAREZ	40.60		Regions	Consumables
112.67	5/11/2022	Py:44615 RODNEY MCFARLAND	112.67		Regions	Consumables
1,099.22	5/19/2022	Py:44621 AIRGAS USA, LLC	1,099.22		Regions	Consumables
100.00	5/23/2022	Py:44625 DENNIS COOK	100.00		Regions	Consumables
459.90	5/23/2022	Py:44626 REEDER DISTRIBUTORS	459.90		Regions	Consumables
200.00	5/25/2022	Py:44627 FORREST VAUGHN	200.00		Regions	Consumables
200.00	5/26/2022	Py:44633 EDDIE JONES	200.00		Regions	Consumables
63.45	5/6/2022	CLEARENT LLC	63.45		Regions	Fee
3.00	5/4/2022	GOV-PAY FEE - M 9399	3.00		Regions	Fee
3.00	5/5/2022	GOV-PAY FEE - M 9399	3.00		Regions	Fee
0.56	5/20/2022	QUICKBOOKS	0.56		Regions	Fee
(0.56)	5/27/2022	QUICKBOOKS	(0.56)		Regions	Fee
73.10	5/31/2022	UPS*1ZA41A46011 4215	73.10		Regions	Freight
24.83	5/9/2022	UPS*1ZA41A46012 4215	24.83		Regions	Freight
10.67	5/9/2022	UPS*1ZA41A46031 4215	10.67		Regions	Freight
10.67	5/9/2022	UPS*1ZA41A46031 4215	10.67		Regions	Freight
53.44	5/9/2022	UPS*1ZA41A46032 4215	53.44		Regions	Freight
12.53	5/16/2022	UPS*1ZA41A46033 4215	12.53		Regions	Freight
30.98	5/2/2022	UPS*1ZA41A46132 4215	30.98		Regions	Freight
58.00	5/12/2022	USPS PO 481010 9402	58.00		Regions	Freight
100.00	5/5/2022	ALLSUPS #10208 5542	100.00		Regions	Freight
100.00	5/19/2022	ALLSUPS #10208 5542	100.00		Regions	Freight
100.00	5/10/2022	ALLSUPS #10210 5542	100.00		Regions	Freight
82.25	5/12/2022	ALLSUPS #10210 5542	82.25		Regions	Freight

NET	Date	Description	Purchase	Return	Bank	Category
79.22	5/31/2022	ALLSUPS #10220 5542	79.22		Regions	Freight
100.00	5/31/2022	ALLSUPS #10220 5542	100.00		Regions	Freight
87.77	5/2/2022	ALLSUPS #10227 5542	87.77		Regions	Freight
100.00	5/17/2022	ALLSUPS #10227 5542	100.00		Regions	Freight
100.00	5/24/2022	ALLSUPS #10227 5542	100.00		Regions	Freight
100.00	5/25/2022	ALLSUPS #10227 5542	100.00		Regions	Freight
95.85	5/27/2022	ALLSUPS #10227 5542	95.85		Regions	Freight
125.00	5/5/2022	GORDON EXXON 5542	125.00		Regions	Freight
65.75	5/3/2022	SHELL SERVICE 5542	65.75		Regions	Freight
100.00	5/27/2022	SUNOCO 0704902 5542	100.00		Regions	Freight
401.28	5/9/2022	YESWAY 1055 5541	401.28		Regions	Freight
146.41	5/12/2022	YESWAY 1055 5541	146.41		Regions	Freight
16.79	5/4/2022	YESWAY 1055 5542	16.79		Regions	Freight
50.00	5/4/2022	YESWAY 1055 5542	50.00		Regions	Freight
12.00	5/6/2022	YESWAY 1055 5542	12.00		Regions	Freight
19.78	5/10/2022	YESWAY 1055 5542	19.78		Regions	Freight
50.00	5/11/2022	YESWAY 1055 5542	50.00		Regions	Freight
50.00	5/17/2022	YESWAY 1055 5542	50.00		Regions	Freight
46.81	5/19/2022	YESWAY 1055 5542	46.81		Regions	Freight
19.42	5/24/2022	YESWAY 1055 5542	19.42		Regions	Freight
76.70	5/26/2022	YESWAY 1055 5542	76.70		Regions	Freight
1,358.57	5/5/2022	Py:44603 FEDEX FREIGHT EAST	1,358.57		Regions	Freight
2,000.00	5/9/2022	Py:44611 HUNT LAND TRUCKING	2,000.00		Regions	Freight
538.20	5/15/2022	Py:44619 FEDEX FREIGHT EAST	538.20		Regions	Freight
317.55	5/20/2022	Py:44624 FEDEX FREIGHT EAST	317.55		Regions	Freight
751.58	5/25/2022	Py:44629 FEDEX FREIGHT EAST	751.58		Regions	Freight
513.62	5/25/2022	Py:44630 FEDEX FREIGHT EAST	513.62		Regions	Freight
324.49	5/12/2022	PROG COUNTY MUT	324.49		Regions	Insurance
1,882.39	5/4/2022	SELECT PREMIUM	1,882.39		Regions	Insurance
2,920.00	5/18/2022	Texas Mutual Payment	2,920.00		Regions	Insurance
159.90	5/27/2022	INTUIT *QuickBo 5734	159.90		Regions	Office
162.33	5/2/2022	QUILL CORPORATI 5111	162.33		Regions	Office
256.54	5/31/2022	QUILL CORPORATI 5111	256.54		Regions	Office
1,551.70	5/4/2022	IRS	1,551.70		Regions	Payroll
8,044.20	5/4/2022	IRS	8,044.20		Regions	Payroll
7,935.96	5/11/2022	IRS	7,935.96		Regions	Payroll
8,657.05	5/18/2022	IRS	8,657.05		Regions	Payroll
7,984.07	5/25/2022	IRS	7,984.07		Regions	Payroll
26,561.45	5/4/2022	REGIONS BANK PREFUNDDBT	26,561.45		Regions	Payroll
27,270.13	5/12/2022	REGIONS BANK PREFUNDDBT	27,270.13		Regions	Payroll
25,792.28	5/18/2022	REGIONS BANK PREFUNDDBT	25,792.28		Regions	Payroll
26,309.48	5/24/2022	REGIONS BANK PREFUNDDBT	26,309.48		Regions	Payroll
19,805.49	5/4/2022	STATE COMPTLR	19,805.49		Regions	Payroll
297.08	5/19/2022	STATE COMPTLR	297.08		Regions	Payroll
161.31	5/5/2022	Py:44608 TX CHILD SUPPORT SDU	161.31		Regions	Payroll
34.62	5/5/2022	Py:44608 TX CHILD SUPPORT SDU	34.62		Regions	Payroll
95.77	5/5/2022	Py:44608 TX CHILD SUPPORT SDU	95.77		Regions	Payroll
95.17	5/5/2022	Py:44608 TX CHILD SUPPORT SDU	95.17		Regions	Payroll
154.41	5/5/2022	Py:44608 TX CHILD SUPPORT SDU	154.41		Regions	Payroll
192.37	5/5/2022	Py:44608 TX CHILD SUPPORT SDU	192.37		Regions	Payroll
161.31	5/5/2022	Py:44609 TX CHILD SUPPORT SDU	161.31		Regions	Payroll
34.62	5/5/2022	Py:44609 TX CHILD SUPPORT SDU	34.62		Regions	Payroll
36.50	5/5/2022	Py:44609 TX CHILD SUPPORT SDU	36.50		Regions	Payroll
36.50	5/5/2022	Py:44609 TX CHILD SUPPORT SDU	36.50		Regions	Payroll
192.37	5/5/2022	Py:44609 TX CHILD SUPPORT SDU	192.37		Regions	Payroll
1,080.00	5/12/2022	Py:44617 COLT WILKINSON	1,080.00		Regions	Payroll
547.13	5/12/2022	Py:44618 PETTY CASH	547.13		Regions	Payroll
161.31	5/19/2022	Py:44622 TX CHILD SUPPORT SDU	161.31		Regions	Payroll

NET	Date	Description	Purchase	Return	Bank	Category
34.62	5/19/2022	Py:44622 TX CHILD SUPPORT SDU	34.62		Regions	Payroll
210.91	5/19/2022	Py:44622 TX CHILD SUPPORT SDU	210.91		Regions	Payroll
192.37	5/19/2022	Py:44622 TX CHILD SUPPORT SDU	192.37		Regions	Payroll
161.31	5/19/2022	Py:44622 TX CHILD SUPPORT SDU	161.31		Regions	Payroll
34.62	5/19/2022	Py:44622 TX CHILD SUPPORT SDU	34.62		Regions	Payroll
210.91	5/19/2022	Py:44622 TX CHILD SUPPORT SDU	210.91		Regions	Payroll
192.37	5/19/2022	Py:44622 TX CHILD SUPPORT SDU	192.37		Regions	Payroll
819.19	5/19/2022	Py:44623 PETTY CASH	819.19		Regions	Payroll
450.00	5/26/2022	Py:44632 COLT WILKINSON	450.00		Regions	Payroll
161.31	5/26/2022	Py:44634 TX CHILD SUPPORT SDU	161.31		Regions	Payroll
34.62	5/26/2022	Py:44634 TX CHILD SUPPORT SDU	34.62		Regions	Payroll
78.50	5/26/2022	Py:44634 TX CHILD SUPPORT SDU	78.50		Regions	Payroll
192.37	5/26/2022	Py:44634 TX CHILD SUPPORT SDU	192.37		Regions	Payroll
106.88	5/23/2022	WEBFILE TAX PYMT	106.88		Regions	Sales Tax
329.72	5/2/2022	UTEX INDUSTRIES 5969	329.72		Regions	Supplier Purchase
538.35	5/26/2022	ENGINEERED SEAL 5085	538.35		Regions	Supplier Purchase
71.78	5/12/2022	ENGINEERED SEAL 5085	71.78		Regions	Supplier Purchase
1,477.03	5/4/2022	RIGPRO INC 5046	1,477.03		Regions	Supplier Purchase
160.66	5/5/2022	SCHEERER BEARIN 5072	160.66		Regions	Supplier Purchase
40.33	5/6/2022	MOTION INDUSTRI 5085	40.33		Regions	Supplier Purchase
200.46	5/6/2022	MOTION INDUSTRI 5085	200.46		Regions	Supplier Purchase
850.65	5/6/2022	MOTION INDUSTRI 5085	850.65		Regions	Supplier Purchase
367.82	5/5/2022	RIGPRO INC 5046	367.82		Regions	Supplier Purchase
999.30	5/6/2022	MSC 5085	999.30		Regions	Supplier Purchase
232.23	5/9/2022	MSC 5085	232.23		Regions	Supplier Purchase
446.20	5/6/2022	MSC 5085	446.20		Regions	Supplier Purchase
272.00	5/9/2022	IN *RATLIFF STE 5039	272.00		Regions	Supplier Purchase
105.97	5/19/2022	RIGPRO INC 5046	105.97		Regions	Supplier Purchase
10,656.00	5/31/2022	RIGPRO INC 5046	10,656.00		Regions	Supplier Purchase
10,365.00	5/6/2022	Py:44607 H.C. HOWELL CO	10,365.00		Regions	Supplier Purchase
1,000.00	5/9/2022	Py:44610 ROTEC ENGINEERING	1,000.00		Regions	Supplier Purchase
2,422.05	5/11/2022	Py:44613 RATLIFF STEEL COMPANY	2,422.05		Regions	Supplier Purchase
1,524.96	5/19/2022	Py:44620 FLEETPRIDE HVY DUTY E	1,524.96		Regions	Supplier Purchase
3,384.00	5/10/2022	QUARTERLY FEE	3,384.00		Regions	US Trustee
549.30	5/26/2022	AT&T PAYMENT 4814	549.30		Regions	Utilities
582.50	5/26/2022	AT&T PAYMENT 4814	582.50		Regions	Utilities
390.00	5/12/2022	BRADY COMMUNICAT	390.00		Regions	Utilities
390.00	5/12/2022	BRADY COMMUNICAT	390.00		Regions	Utilities
217.62	5/16/2022	CITY OF BROWNWO 9399	217.62		Regions	Utilities
101.31	5/31/2022	CITY OF BROWNWO 9399	101.31		Regions	Utilities
2,135.72	5/4/2022	USR ElectricBill 0391D	2,135.72		Regions	Utilities
595.60	5/20/2022	VBS*VONAGE BUSI 4814	595.60		Regions	Utilities
9,033.67	5/25/2022	Py:44628 CITY OF BRADY	9,033.67		Regions	Utilities

Loadcraft Industries, Ltd.
Balance Sheet
May, 2022

May, 22

Assets

Cash	37,209
A/R Trade, Net of Allowance	18,826
Other Receivables	-
% of Completion Receivables	-
Inventory: Parts	3,501,542
Inventory: WIP (Adjusted for % complete)	390,777
Inventory: Finished Goods (Adjusted for % Complete)	263,755
Inventory Valuation Allowance	(3,211,207)
Prepays & Other Current Assets	123,661
Total Current Assets	1,124,563

Property, Plant & Equip. - Cost	-
Accum. Depreciation - PP&E	-
Net PP&E	-

Total Assets **1,124,563**

Liabilities

AP - Trade	4,892,998
Purchase Order Accruals	-
Customer Deposits	1,375,109
Other Current Liabilities	2,780,337
Current Liabilities	9,048,444

Huntland Properties (Transaction Specific Note)	359,699
Alphonso Energy (Floorplan Specific Note)	1,100,000
Alphonso Energy (Post-Petition Borrowing)	75,000
Long Term Liabilities	1,534,699

Total Liabilities **10,583,143**

Equity	(9,458,580)
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Total Liabilities and Equity **1,124,563**

Check Digit (0)

Equity Rollforward

Beginning Equity	(9,645,399)
Current year Net income	121,819
Partnership Capital	65,000
Ending Equity	(9,458,580)

CD -

**Loadcraft Industries, Ltd.
 Income Statement
 May, 2022**

	<u>May, 22</u>
Net Sales	335,650
<u>Cost of Sales</u>	
Direct Materials	82,464
Direct Labor	25,648
Subcontract / Outside Services	-
Subtotal Direct Costs	<u>108,111</u>
Contribution to Overhead	<u>227,539</u>
Contribution Margin	<u>67.79%</u>
Absorbed Overhead Expense (Shipped Jobs)	<u>173,013</u>
	51.55%
<u>Indirect Manufacturing Expenses</u>	
Direct Labor Expense Incurred (ADP)	76,416
Direct Labor Absorbed	(33,578)
Direct Labor_Accrued	11,191
Indirect Manuf Salaries	32,307
Indirect Payroll Taxes & Fringe	12,028
Indirect Manuf: Supplies not captured in jobs	18,191
Indirect Overhead: Rents & Leases	12,500
Indirect Overhead: Utilities	13,996
Indirect Overhead: Property Taxes	4,000
COGS Freight Expense	11,556
COGS Inventory Adjustments	(12,923)
Subtotal Indirect Manufacturing Costs	<u>145,684</u>
Indirect Manufacturing Costs Absorbed	(145,684)
Indirect Manufacturing Costs (Over)/Under Absorbed	<u>(0)</u>
Indirect AR % pf Revenue	43.40%
Subtotal COS	<u>281,124</u>
Gross Profit	<u>54,526</u>
% Revenue	16.24%
<u>Selling, General and Administrative Expenses</u>	
SG&A Salaries and Wages	24,542
Fringe Expenses: Employee Workers Comp	2,920
Payroll Taxes	11,569
Indirect Manufacturing PR Tax and Fringe	(12,028)
Travel Expenses	-
Outsourced Services	8,085
Other Operating Expenses	788
Subtotal SG&A Expenses	<u>38,634</u>
	11.51%
Operating Income (Loss)	<u>15,892</u>
Interest Income	-
Interest Expense	616
Bad Debt Expense	-
Gain/Loss on Sale of Assets	-
Other (Income) / Loss	<u>616</u>
% Revenue	0.18%
Franchise Taxes	-
Net Income	<u>15,276</u>
	4.55%
EBITDA	<u>15,892</u>

Loadcraft Industries, Ltd.
Accounts Receivable Aging
May, 2022

NET Accounts Receivable	18,826.10								
NET Accounts Receivable over 90 Days	-	3.1%	1.5%	0.2%	-0.4%	0.4%	95.1%		
	Total	CURRENT	>30 and <60	>60 and <90	>90 and <120	>120 and <180	>180	AR Reserve	Net AR Total
Totals	444,145	13,929	6,731	1,050	(1,844)	1,910	422,368	425,319	18,826
check digit	-								
PIONEER ENERGY SERVICES	225,007	-	-	-	-	-	225,007	225,007	-
Key Energy Services	62,058	-	-	-	-	-	62,058	62,058	-
SPN WELL SERVICES, INC	55,379	-	-	-	-	-	55,379	55,379	-
BLACK HAWK ENERGY SERVIC	29,134	-	4,925	-	-	-	24,209	24,209	4,925
Axis Energy Services	19,304	3,950	-	-	-	-	15,354	15,354	3,950
Pioneer Natural Resource	13,841	-	-	-	-	-	13,841	13,841	-
LIGHTED WAY LOGISTICS LL	8,562	7,362	1,200	-	-	-	-	-	8,562
Glider Products LLC	8,400	150	-	-	-	-	8,250	8,250	150
WOODHOUSE INTERNATIONAL	8,132	-	-	-	-	-	8,132	8,132	-
ORTEQ ENERGY TECHNOLOGIE	7,046	-	-	-	-	-	7,046	7,046	-
WAR HORSE SERVICES, LLC	6,193	-	-	-	-	-	6,193	6,193	-
GRISHAM SERVICES, INC	4,463	-	-	-	-	-	4,463	4,463	-
AZTEC WELL SERVICE	3,623	-	-	-	-	-	3,623	3,623	-
CS&P TECHNOLOGIES, L.P.	2,071	-	-	-	-	-	2,071	2,071	-
L.L. & SONS INC.	1,700	1,700	-	-	-	-	-	-	1,700
RODNEY BEHRENS	853	-	-	-	-	-	853	853	-
L & R WELL SERVICE, INC	550	550	-	-	-	-	-	-	550
SUNDOWN OPERATING INC	417	417	-	-	-	-	-	-	417
MAVERICK WELL SERVICE	217	-	-	-	-	-	217	217	-
WPI WELLKIN	200	-	-	-	200	-	-	200	-
BRIGADE ENERGY SERVICES	173	-	-	-	-	-	173	173	-
WELL MAINTENANCE SERVICE	150	-	100	50	-	-	-	-	150
TRIUMPH INTERNATIONAL LL	65	-	65	-	-	-	-	-	65
ALMANSOORI WORKOVER SERV	45	-	45	-	-	-	-	-	45
GULF NATIONAL DRILLING C	38	-	(1,000)	1,000	254	1,907	(2,123)	38	-
AMERICAN WELL SERVICES	27	-	-	-	-	-	27	27	-
MARLIN DRILLING SERVICIO	10	-	-	-	-	-	10	10	-
S7INC	6	-	-	-	-	-	6	6	-
ISLAND PARTS SOURCE	3	-	-	-	-	3	-	3	-
TC DIE AND INSERT	2	-	-	-	-	-	2	2	-
TOTAH RENTAL AND EQUIPME	1	-	-	-	-	-	1	1	-
THORLAKSON CONSTRUCTION	1	-	-	-	-	-	1	1	-
WESTERN WELL PRODUCTION	1	-	-	-	-	-	1	1	-
CON-GLOBAL INDUSTRIES	1	-	-	-	-	-	1	1	-
Nathan Sorrells DBA Snyder	(149)	(200)	1,396	-	(2,298)	-	952		(149)
CRITICAL EXTRACT LLC	(13,377)	-	-	-	-	-	(13,377)	(11,838)	(1,539)

Loadcraft Industries, Ltd
Payments to Professionals
May, 2022

Professtional / Role / Retention

Waller Lansden Dortch and Davis, LLP / Counsel to Debtor / 12/30/21

	Reporting Period	Cumulative
Total Compensation Paid	\$ 186,236.00	\$ 261,236.00
Total Expenses Paid	\$ 5,586.64	\$ 5,586.64
Total Paid to Professional*	\$ 191,822.64	\$ 266,822.64

	Reporting Period	Cumulative
Retainer Applied to Compensation	0.00	0.00
Retainer Applied to Expenses	0.00	0.00
Amount of Retainer Applied	0.00	0.00

Professional	Date of Payment	Total Payment	Toal Compensation	Total Expenses	Retainer Amount
Waller Lansden Dortch and Davis (retainer)	12/30/2021	\$ 75,000.00			\$ 75,000.00
Waller Lansden Dortch and Davis	5/18/2022	\$ 191,822.64	\$ 186,236.00	\$ 5,586.64	

*All amounts to date paid by non-Debtor third party.

Loadcraft Industries, Ltd
Payments to Insiders
May, 2022

		2,773.30			
Check	Date	Check \$	Insider	Bank	Notes
ACH	5/5/2022	664.93	Charles E. Hinkle	Regions	Labor Hours 4/24-4/30/22 - Gross \$768.00
44618	5/12/2022	547.13	Charles E. Hinkle	Regions	Labor Hours 5/1-5/7/22 - Gross \$624.00
44623	5/19/2022	819.19	Charles E. Hinkle	Regions	Labor Hours 5/8-5/14/22 - Gross \$960.00
ACH	5/26/2022	742.05	Charles E. Hinkle	Regions	Labor Hours 5/15-5/21/22 - Gross \$864.00

Loadcraft Industries, Ltd
Loans from Insiders
May, 2022

75,000.00

Date	Balance	Payable	Interest Rate	Note Amount	Interest Accrued	Payments
3/14/2022	75,000.00	Alphonso Energy	10%	75,000.00	1,849.32	-

Loadcraft Industries, Ltd.
Prepetition Payments
May, 2022

[illegible]

2022 Regions Bank Member FDIC. All loans subject to credit approval.

**REGIONS**Mopac
6611 S Mopac Expy Ste 100
Austin, TX 78748
Document Pg 15 of 31LOADCRAFT INDUSTRIES LTD
DEBTOR IN POSSESSION
3811 N BRIDGE ST
BRADY TX 76825-7840**ACCOUNT #** XXXXXXXXXX **4602**Cycle 001
Enclosures 26
Page 32
2 of 8**WITHDRAWALS (CONTINUED)**

05/02	Card Purchase Fastenal Compan	5085 Brownwood TX 76801	7651	67.04
05/02	PIN Purchase Allsup #10227	5542 Bangs TX	7651	87.77
05/02	PIN Purchase O Reilly Auto	5533 Brady TX	7651	425.98
05/03	Card Purchase Starr Sales	5085 Brownwood TX 76801	7651	41.36
05/03	PIN Purchase Moore S Auto 0	5533 Brady TX	7651	7.99
05/03	PIN Purchase Shell Service	5542 Brady TX	7651	65.75
05/03	PIN Purchase Elliott Electr	5251 Nacogdoches TX	7651	177.37
05/03	PIN Purchase Brady Butane C	5983 Brady TX	7651	1.94
05/04	Regions Bank Prefunddbt	201880566 Chinkle		26,561.45
05/04	Card Purchase Airgas USA, LLC	4900 866-935-3370 OK 74120	7651	75.18
05/04	Card Purchase Rigpro Inc	5046 903-9833424 TX 75662	7651	1,477.03
05/04	Card Purchase Wm Supercenter	5411 Brady TX 76825	7651	18.12
05/04	Card Purchase Apsco Supply	5074 325-6735001 TX 76801	7651	4.28
05/04	Card Purchase Fleetpride469	5533 325-651-4777 TX 76904	7651	46.83
05/04	Card Purchase Gov-Pay Fee - M	9399 San Antonio TX 78217	7651	3.00
05/04	Card Purchase Motor	9399 Brady TX 76825	7651	29.75
05/04	Select Premium Payments	Loadcraft Indu 8225195		1,882.39
05/04	Usr Electricbill 0391d	Loadcraft Inc 000011553230		2,135.72
05/04	PIN Purchase Yesway 1055	5542 Brady TX	7651	50.00
05/04	PIN Purchase Yesway 1055	5542 Brady TX	7651	16.79
05/04	IRS USATAXPYMT	Loadcraft Indu 270252433957773		1,551.70
05/04	IRS USATAXPYMT	Loadcraft Indu 270252435549859		8,044.20
05/04	State Comptlr Texnet	70010/76731/Br 05976599/20504		19,805.49
05/05	Card Purchase Scheerer Bearin	5072 215-4435252 PA 19090	7651	160.66
05/05	Card Purchase Rigpro Inc	5046 903-9833424 TX 75662	7651	367.82
05/05	Card Purchase Gov-Pay Fee - M	9399 San Antonio TX 78217	7651	3.00
05/05	Card Purchase Motor	9399 Brady TX 76825	7651	9.75
05/05	PIN Purchase Allsup #10208	5542 Brownwood TX	7651	100.00
05/05	PIN Purchase Gordon Exxon	5542 Mingus TX	7651	125.00
05/06	Card Purchase Motion Industri	5085 205-956-1122 TX 76801	7651	850.65
05/06	Card Purchase Motion Industri	5085 205-956-1122 TX 76801	7651	200.46
05/06	Card Purchase Msc	5085 800-645-7270 Ny 11747	7651	446.20
05/06	Card Purchase Msc	5085 800-645-7270 Ny 11747	7651	999.30
05/06	Card Purchase Motion Industri	5085 205-956-1122 TX 76801	7651	40.33
05/06	Clearent LLC Monthlyfee	Loadcraft Indu 588000001999598		63.45
05/06	PIN Purchase The Home Depot	5200 Brownwood TX	7651	11.86
05/06	PIN Purchase Yesway 1055	5542 Brady TX	7651	12.00
05/09	Card Purchase Ups*1za41a46032	4215 800-811-1648 GA 30328	7651	53.44
05/09	Card Purchase Ups*1za41a46031	4215 800-811-1648 GA 30328	7651	10.67
05/09	Card Purchase Ups*1za41a46031	4215 800-811-1648 GA 30328	7651	10.67
05/09	Card Purchase Msc	5085 800-645-7270 Ny 11747	7651	232.23
05/09	Card Purchase IN *Ratliff Ste	5039 432-8897513 TX 76801	7651	272.00
05/09	Card Purchase Bob Moore Tire	7538 Brady TX 76825	7651	458.53
05/09	Card Purchase Starr Sales	5085 Brownwood TX 76801	7651	129.25
05/09	Card Purchase Ups*1za41a46012	4215 800-811-1648 GA 30328	7651	24.83
05/09	PIN Purchase Yesway 1055	5541 Brady TX	7651	401.28
05/09	PIN Purchase Elliott Electr	5251 Nacogdoches TX	7651	102.00
05/09	PIN Purchase Moore S Auto 0	5533 Brady TX	7651	61.68
05/10	Card Purchase Starr Sales	5085 Brownwood TX 76801	7651	87.24
05/10	Quarterly Fee Payment	Loadcraft Indu 0000		3,384.00
05/10	PIN Purchase The Home Depot	5200 Brownwood TX	7651	36.22
05/10	PIN Purchase Weakley-Watson	5251 Brownwood TX	7651	24.88
05/10	PIN Purchase Brady Butane C	5983 Brady TX	7651	8.65
05/10	PIN Purchase Allsup #10210	5542 Early TX	7651	100.00

LOADCRAFT INDUSTRIES LTD
DEBTOR IN POSSESSION
3811 N BRIDGE ST
BRADY TX 76825-7840ACCOUNT # XXXXXXXXXX 4602

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WITHDRAWALS (CONTINUED)

05/10	PIN Purchase Yesway 1055	5542 Brady TX	7651	19.78
05/11	Card Purchase Wm Supercenter	5411 Brady TX	76825 7651	77.32
05/11	Card Purchase Starr Sales	5085 Brownwood TX	76801 7651	169.01
05/11	IRS	USATAXPYMT Loadcraft Indu	270253154725265	7,935.96
05/11	PIN Purchase Weakley-Watson	5251 Brownwood TX	7651	7.03
05/11	PIN Purchase Yesway 1055	5542 Brady TX	7651	50.00
05/12	Regions Bank Prefunddbt	201880566 Chinkle		27,270.13
05/12	Card Purchase Engineered Seal	5085 319-3934310 IA	52402 7651	71.78
05/12	Card Purchase Airgas USA, LLC	4900 866-935-3370 OK	74120 7651	89.09
05/12	Prog County Mut Ins Prem	Loadcraft Indu		324.49
05/12	Brady Communicat Sale	Loadcraft Indu		390.00
05/12	Brady Communicat Sale	Null Loadcraft		390.00
05/12	PIN Purchase Brady Butane C	5983 Brady TX	7651	40.87
05/12	PIN Purchase USPS PO	481010 9402 Brady TX	7651	58.00
05/12	PIN Purchase Moore S Auto 0	5533 Brady TX	7651	51.98
05/12	PIN Purchase O Reilly Auto	5533 Brady TX	7651	61.78
05/12	PIN Purchase Allsup #10210	5542 Early TX	7651	82.25
05/12	PIN Purchase Moore S Auto 0	5533 Brady TX	7651	22.91
05/12	PIN Purchase Yesway 1055	5541 Brady TX	7651	146.41
05/16	Card Purchase Ups*1za41a	46033 4215 800-811-1648 GA	30328 7651	12.53
05/16	Card Purchase Bob Moore Tire	7538 Brady TX	76825 7651	251.50
05/16	Card Purchase City of Brownwo	9399 Brownwood TX	76801 7651	217.62
05/16	PIN Purchase Tractor S	2309 5599 Brady TX	7651	97.41
05/17	Card Purchase Msc	5085 800-645-7270 Ny	11747 7651	372.22
05/17	PIN Purchase Napa Auto	0026 5533 Brownwood TX	7651	105.53
05/17	PIN Purchase Moore S Auto 0	5533 Brady TX	7651	188.71
05/17	PIN Purchase Moore S Auto 0	5533 Brady TX	7651	44.76
05/17	PIN Purchase Yesway 1055	5542 Brady TX	7651	50.00
05/17	PIN Purchase Wal-Mart #0917	5411 Brady TX	7651	120.86
05/17	PIN Purchase Napa Auto	0026 5533 Brownwood TX	7651	19.80
05/17	PIN Purchase Allsup #10227	5542 Bangs TX	7651	100.00
05/18	Regions Bank Prefunddbt	201880566 Chinkle		25,792.28
05/18	Card Purchase Abs	5085 187-790-9784 MN	56345 7651	178.20
05/18	Texas Mutual Payment	Torrezsandra Txmutl004005482		2,920.00
05/18	IRS	USATAXPYMT Loadcraft Indu	270253864876886	8,657.05
05/18	PIN Purchase Moore S Auto 0	5533 Brady TX	7651	13.98
05/18	PIN Purchase Moore S Auto 0	5533 Brady TX	7651	65.49
05/18	PIN Purchase Tractor S	2309 5599 Brady TX	7651	70.35
05/18	PIN Purchase Moore S Auto 0	5533 Brady TX	7651	510.93
05/18	PIN Purchase Moore S Auto 0	5533 Brady TX	7651	67.48
05/19	Card Purchase Rigpro Inc	5046 903-9833424 TX	75662 7651	105.97
05/19	Card Purchase Fastenal Compan	5085 Brownwood TX	76801 7651	16.83
05/19	Card Purchase Decoty Coffee C	5499 San Angelo TX	76903 7651	242.78
05/19	Card Purchase Keith Ace Hardw	5251 Brady TX	76825 7651	2.59
05/19	State Comptrlr Texnet	70010/76731/Br 06180887/20518		297.08
05/19	PIN Purchase Elliott Electr	5251 Nacogdoches TX	7651	338.48
05/19	PIN Purchase The Home Depot	5200 Brownwood TX	7651	72.34
05/19	PIN Purchase Allsup #10208	5542 Brownwood TX	7651	100.00
05/19	PIN Purchase Yesway 1055	5542 Brady TX	7651	46.81
05/19	PIN Purchase Moore S Auto 0	5533 Brady TX	7651	153.60
05/19	PIN Purchase Keith Ace Hard	5251 Brady TX	7651	39.15
05/20	Recurring Card Transaction	Vbs*vonage Busi 4814 866-901-0242 GA	30339 7651	595.60
05/20	Quickbooks	Verifybank Terry Mclver		0.56
05/20	PIN Purchase United Superma	5411 Brownwood TX	7651	21.99



REGIONS

Mopac
6611 S Mopac Expy Ste 100
Austin, TX 78748
Document#0099 Pg 17 of 31LOADCRAFT INDUSTRIES LTD
DEBTOR IN POSSESSION
3811 N BRIDGE ST
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WITHDRAWALS (CONTINUED)

05/20	Wire Transfer Luis Jauregui	2,670.79
05/20	Wire Transfer Jose Alejandro	500.00
05/23	Card Purchase Santa Anna Natl 6010 Santa Anna TX 76878 7651	150.00
05/23	Webfile Tax Pymt DD 33311/12345/ED 902/06230597	106.88
05/23	PIN Purchase Moore S Auto 0 5533 Brady TX 7651	66.89
05/23	PIN Purchase Napa Auto 0026 5533 Brownwood TX 7651	62.25
05/23	PIN Purchase Napa Auto 0026 5533 Brownwood TX 7651	13.83
05/24	Regions Bank Prefunddbt 201880566 Chinkle	26,309.48
05/24	PIN Purchase Allsup #10227 5542 Bangs TX 7651	100.00
05/24	PIN Purchase Yesway 1055 5542 Brady TX 7651	19.42
05/25	Card Purchase Starr Sales 5085 Brownwood TX 76801 7651	583.19
05/25	IRS USATAXPYMT Loadcraft Indu 270254525682673	7,984.07
05/25	PIN Purchase Allsup #10227 5542 Bangs TX 7651	100.00
05/26	Card Purchase Heart of Texas 7538 Brady TX 76825 7651	96.00
05/26	Card Purchase Engineered Seal 5085 319-3934310 IA 52402 7651	538.35
05/26	Card Purchase AT&T Payment 4814 800-331-0500 TX 75211 7651	582.50
05/26	Card Purchase AT&T Payment 4814 800-331-0500 TX 75211 7651	549.30
05/26	Card Purchase Abs 5085 187-790-9784 MN 56345 7651	137.18
05/26	PIN Purchase Yesway 1055 5542 Brady TX 7651	76.70
05/27	Card Purchase Homedepot.Com 5200 800-430-3376 GA 30339 7651	318.43
05/27	Recurring Card Transaction Intuit *Quickbo 5734 Cl.Intuit.Com CA 94043 7651	159.90
05/27	Card Purchase Motion Industri 5085 205-956-1122 TX 76801 7651	177.66
05/27	Card Purchase Cross Texas Sup 7692 San Angelo TX 76903 7651	459.36
05/27	Card Purchase KFC J625107 5814 Odessa TX 79761 7651	15.78
05/27	PIN Purchase Sunoco 0704902 5542 Sterling Citytx 7651	100.00
05/27	PIN Purchase Allsup #10227 5542 Dallas TX 7651	95.85
05/31	Card Purchase Quill Corporati 5111 800-982-3400 SC 29203 7651	256.54
05/31	Card Purchase Ups*1za41a46011 4215 800-811-1648 GA 30328 7651	73.10
05/31	Card Purchase Wendy S #355 5814 Odessa TX 79761 7651	22.91
05/31	Card Purchase Rigpro Inc 5046 903-9833424 TX 75662 7651	10,656.00
05/31	Card Purchase Days Inn & Suit 3510 Odessa TX 79761 7651	80.49
05/31	Card Purchase Days Inn & Suit 3510 Odessa TX 79761 7651	80.49
05/31	Card Purchase City of Brownwo 9399 Brownwood TX 76801 7651	101.31
05/31	Card Purchase Motion Industri 5085 205-956-1122 TX 76801 7651	93.19
05/31	Card Purchase Motion Industri 5085 205-956-1122 TX 76801 7651	256.46
05/31	PIN Purchase Allsup #10220 5542 Comanche TX 7651	100.00
05/31	PIN Purchase Wm Superc Wal- 5411 Brady TX 7651	1.75
05/31	PIN Purchase Allsup #10220 5542 Comanche TX 7651	79.22

Total Withdrawals \$204,812.75

FEES

05/09	Analysis Charge 04-22	203.00
05/10	Wire Transfer Wire Fee	15.00
05/11	Wire Transfer Wire Fee	15.00
05/12	Wire Transfer Wire Fee	15.00
05/13	Wire Transfer Wire Fee	15.00
05/20	Wire Transfer Wire Fee	25.00
05/20	Wire Transfer Intl Wire Fee	45.00
05/23	Card Cash Advance Fee	3.00
05/23	Wire Transfer Wire Fee	15.00
05/23	Wire Transfer Wire Fee	15.00



LOADCRAFT INDUSTRIES LTD
DEBTOR IN POSSESSION
3811 N BRIDGE ST
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FEES (CONTINUED)

05/24	Wire Transfer Wire Fee	15.00
Total Fees		\$381.00

CHECKS

Date	Check No.	Amount	Date	Check No.	Amount
05/09	44563	1,125.28	05/13	44611	2,000.00
05/09	44577 *	1,761.03	05/12	44612	58.00
05/03	44587 *	1,266.86	05/17	44613	2,422.05
05/09	44598 *	1,949.64	05/13	44614	40.60
05/03	44599	3,023.80	05/12	44615	112.67
05/02	44600	1,035.00	05/16	44617 *	1,080.00
05/02	44601	322.59	05/17	44619 *	538.20
05/03	44602	615.16	05/18	44620	1,524.96
05/03	44603	1,358.57	05/25	44622 *	1,198.42
05/04	44604	300.00	05/23	44624 *	317.55
05/06	44605	400.00	05/25	44626 *	459.90
05/13	44606	2,000.00	05/26	44627	200.00
05/11	44607	10,365.00	05/27	44628	9,033.67
05/11	44608	733.65	05/26	44629	751.58
05/11	44609	461.30	05/26	44630	513.62
05/23	44610	1,000.00	05/31	44633 *	200.00
Total Checks				\$48,169.10	

* Break In Check Number Sequence.

DAILY BALANCE SUMMARY

Date	Balance	Date	Balance	Date	Balance
05/02	34,642.72	05/11	20,463.27	05/20	4,581.83
05/03	78,855.67	05/12	16,277.91	05/23	56,125.18
05/04	16,853.74	05/13	55,102.31	05/24	65,209.28
05/05	32,182.51	05/16	53,443.25	05/25	54,883.70
05/06	29,158.26	05/17	49,481.12	05/26	51,438.47
05/09	27,303.89	05/18	9,856.40	05/27	41,078.38
05/10	36,741.54	05/19	8,440.77	05/31	31,854.59

**TAKE ACTION TO HELP AVOID POSTAL DELAYS
WITH YOUR ACCOUNT STATEMENTS AND BILL
PAYMENTS! TAKE ADVANTAGE OF ONLINE
STATEMENTS AND ELECTRONIC BILL PAYMENT
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LOADCRAFT INDUSTRIES LTD
DEBTOR IN POSSESSION
3811 N BRIDGE ST
BRADY TX 76825-7840

ACCOUNT # **4602**

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LOADCRAFT INDUSTRIES, Ltd.
Debtor in Possession
Case No. 421-21-1018
3811 North Bridge St
Brady, TX 76825

Regions Bank
44563
Date: 03/28/2022 No. 44563

PAY TO THE ORDER OF CHARLES E. HINKLE \$ 1,125.28

One Thousand One Hundred Twenty-Five and 28/100 Base Currency

CHARLES E. HINKLE
6 SPROUGHTON COURT
GREER SC 29650
USA

Check# 44563 05/09/2022 \$1125.28

LOADCRAFT INDUSTRIES, Ltd.
Debtor in Possession
Case No. 421-21-1018
3811 North Bridge St
Brady, TX 76825

Regions Bank
44577
Date: 4/12/2022 No. 44577

PAY TO THE ORDER OF CHARLES E. HINKLE \$ 1,761.03

One Thousand Seven Hundred Sixty-One and 03/100 Base Currency

CHARLES E. HINKLE
6 SPROUGHTON COURT
GREER SC 29650
USA

Check# 44577 05/09/2022 \$1761.03

LOADCRAFT INDUSTRIES, Ltd.
Debtor in Possession
Case No. 421-21-1018
3811 North Bridge St
Brady, TX 76825

Regions Bank
44587
Date: 4/19/2022 No. 44587

PAY TO THE ORDER OF AIRRIS ILL, LLC \$ 1,266.86

One Thousand Two Hundred Sixty-Six and 86/100 Base Currency

AIRRIS USA, LLC
P O BOX 070010
DALLAS TX 75267
USA

Check# 44587 05/03/2022 \$1266.86

LOADCRAFT INDUSTRIES, Ltd.
Debtor in Possession
Case No. 421-21-1018
3811 North Bridge St
Brady, TX 76825

Regions Bank
44598
Date: 4/25/2022 No. 44598

PAY TO THE ORDER OF CHARLES E. HINKLE \$ 1,949.64

One Thousand Nine Hundred Forty-Nine and 64/100 Base Currency

CHARLES E. HINKLE
6 SPROUGHTON COURT
GREER SC 29650
USA

Check# 44598 05/09/2022 \$1949.64

LOADCRAFT INDUSTRIES, Ltd.
Debtor in Possession
Case No. 421-21-1018
3811 North Bridge St
Brady, TX 76825

Regions Bank
44599
Date: 4/27/2022 No. 44599

PAY TO THE ORDER OF CLEVELAND CITY FORGE FKA EDWARD W DANIEL CO \$ 3,023.80

Three Thousand Twenty-Three and 80/100 Base Currency

CLEVELAND CITY FORGE FKA EDWARD W DANIEL CO
P O BOX 801750
CLEVELAND OH 44193-1192
USA

Check# 44599 05/03/2022 \$3023.80

LOADCRAFT INDUSTRIES, Ltd.
Debtor in Possession
Case No. 421-21-1018
3811 North Bridge St
Brady, TX 76825

Regions Bank
44600
Date: 04/26/2022 No. 44600

PAY TO THE ORDER OF Coll Wilkinson \$ 1,035.00

One Thousand and 00/100 Base Currency

Shirley Cole Wilkinson
6747 US Hwy 282
Coleman, TX 76834

Check# 44600 05/02/2022 \$1035.00

LOADCRAFT INDUSTRIES, Ltd.
Debtor in Possession
Case No. 421-21-1018
3811 North Bridge St
Brady, TX 76825

Regions Bank
44601
Date: 4/26/2022 No. 44601

PAY TO THE ORDER OF MARK MULLIN COMPANY LTD \$ 322.59

Three Hundred Twenty-Two and 59/100 Base Currency

MARK MULLIN COMPANY LTD
P O BOX 780
SAND SPRING OK 74083
USA

Check# 44601 05/02/2022 \$322.59

LOADCRAFT INDUSTRIES, Ltd.
Debtor in Possession
Case No. 421-21-1018
3811 North Bridge St
Brady, TX 76825

Regions Bank
44602
Date: 4/26/2022 No. 44602

PAY TO THE ORDER OF RATLUFF STEEL COMPANY, LLC \$ 615.16

Six Hundred Fifteen and 16/100 Base Currency

RATLUFF STEEL COMPANY, LLC
P O BOX 1165
BROWNWOOD TX 76804
USA

Check# 44602 05/03/2022 \$615.16

LOADCRAFT INDUSTRIES, Ltd.
Debtor in Possession
Case No. 421-21-1018
3811 North Bridge St
Brady, TX 76825

Regions Bank
44603
Date: May 2, 2022 No. 44603

PAY TO THE ORDER OF FedEx \$ 1,358.57

One Thousand Three Hundred Fifty-Eight and 57/100 Base Currency

Stefano Cole Wilkinson
6747 US Hwy 282
Coleman, TX 76834

Check# 44603 05/03/2022 \$1358.57

LOADCRAFT INDUSTRIES, Ltd.
Debtor in Possession
Case No. 421-21-1018
3811 North Bridge St
Brady, TX 76825

Regions Bank
44604
Date: May 3, 2022 No. 44604

PAY TO THE ORDER OF Reagyn McFarland \$ 300.00

Three hundred and no/100 Base Currency

Reagyn McFarland
Expire Eden

Check# 44604 05/04/2022 \$300.00

LOADCRAFT INDUSTRIES, Ltd.
Debtor in Possession
Case No. 421-21-1018
3811 North Bridge St
Brady, TX 76825

Regions Bank
44605
Date: May 4, 2022 No. 44605

PAY TO THE ORDER OF Reagyn McFarland \$ 400.00

Four hundred and no/100 Base Currency

Reagyn McFarland
Asia Trip

Check# 44605 05/06/2022 \$400.00

LOADCRAFT INDUSTRIES, Ltd.
Debtor in Possession
Case No. 421-21-1018
3811 North Bridge St
Brady, TX 76825

Regions Bank
44606
Date: 5/12/22 No. 44606

PAY TO THE ORDER OF House Mobile Inc \$ 2,000.00

Two thousand and no/100 Base Currency

House Mobile Inc
1323-Fuqua

Check# 44606 05/13/2022 \$2000.00

LOADCRAFT INDUSTRIES, Ltd.
Debtor in Possession
Case No. 421-21-1018
3811 North Bridge St
Brady, TX 76825

Regions Bank
44607
Date: 5/6/22 No. 44607

PAY TO THE ORDER OF AC Howell Company \$ 10,365.00

Ten thousand three hundred sixty-five and no/100 Base Currency

AC Howell Company
Inv 24000

Check# 44607 05/11/2022 \$10365.00

LOADCRAFT INDUSTRIES, Ltd.
Debtor in Possession
Case No. 421-21-1018
3811 North Bridge St
Brady, TX 76825

Regions Bank
44608
Date: 5/9/2022 No. 44608

PAY TO THE ORDER OF TX CHILD SUPPORT SDU \$ 733.65

Seven Hundred Thirty-Three and 65/100 Base Currency

TX CHILD SUPPORT SDU
P O BOX 659791
SAN ANTONIO TX 78265-0791
USA

Check# 44608 05/11/2022 \$733.65

LOADCRAFT INDUSTRIES, Ltd.
Debtor in Possession
Case No. 421-21-1018
3811 North Bridge St
Brady, TX 76825

Regions Bank
44609
Date: 5/9/2022 No. 44609

PAY TO THE ORDER OF TX CHILD SUPPORT SDU \$ 461.30

Four Hundred Sixty-One and 30/100 Base Currency

TX CHILD SUPPORT SDU
P O BOX 659791
SAN ANTONIO TX 78265-0791
USA

Check# 44609 05/11/2022 \$461.30

LOADCRAFT INDUSTRIES, Ltd.
Debtor in Possession
Case No. 421-21-1018
3811 North Bridge St
Brady, TX 76825

Regions Bank
44610
Date: 5/9/22 No. 44610

PAY TO THE ORDER OF Robert Williams \$ 1,000.00

One thousand and no/100 Base Currency

Robert Williams
c/o 2010
6410 of 315
Pompano Beach FL 33061

Check# 44610 05/23/2022 \$1000.00

LOADCRAFT INDUSTRIES, Ltd.
Debtor in Possession
Case No. 421-21-1018
3811 North Bridge St
Brady, TX 76825

Regions Bank
44611
Date: May 9, 2022 No. 44611

PAY TO THE ORDER OF Heartland Trucking \$ 2,000.00

Two thousand and no/100 Base Currency

Heartland Trucking
Ft. Orient-Kelly

Check# 44611 05/13/2022 \$2000.00

LOADCRAFT INDUSTRIES, Ltd.
Debtor in Possession
Case No. 421-21-1018
3811 North Bridge St
Brady, TX 76825

Regions Bank
44612
Date: May 11, 2022 No. 44612

PAY TO THE ORDER OF RANDALL COVEY \$ 58.00

Fifty-Eight and no/100 Base Currency

RANDALL COVEY
P O BOX 542
BRADY TX 76825
USA

Check# 44612 05/12/2022 \$58.00



LOADCRAFT INDUSTRIES LTD
DEBTOR IN POSSESSION
3811 N BRIDGE ST
BRADY TX 76825-7840

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Check# 44613 05/17/2022 \$2422.05

Regions Bank
6611 S Mopac Expwy
Austin, TX 78748
Date: 05/17/2022 No: 44613

LOADCRAFT INDUSTRIES, Ltd.
Debtor in Possession
Case No: 421-21-11018
3811 North Bridge St
Brady, TX 76825

PAY TO THE ORDER OF RATLUFF STEEL COMPANY, LLC

\$ 2,422.05

Two Thousand Four Hundred Twenty-Two and 00/100 Base Currency

RATLUFF STEEL COMPANY, LLC
P O BOX 1166
BROWNWOOD TX 76804
USA

B. Alphredo

Check# 44614 05/13/2022 \$40.60

Regions Bank
6611 S Mopac Expwy
Austin, TX 78748
Date: 05/13/2022 No: 44614

LOADCRAFT INDUSTRIES, Ltd.
Debtor in Possession
Case No: 421-21-11018
3811 North Bridge St
Brady, TX 76825

PAY TO THE ORDER OF RAYMOND OLIVAREZ

\$ 40.60

Forty and 00/100 Base Currency

RAYMOND OLIVAREZ
BRADY, TX 76825
USA

B. Alphredo

Check# 44615 05/12/2022 \$112.67

Regions Bank
6611 S Mopac Expwy
Austin, TX 78748
Date: 05/12/2022 No: 44615

LOADCRAFT INDUSTRIES, Ltd.
Debtor in Possession
Case No: 421-21-11018
3811 North Bridge St
Brady, TX 76825

PAY TO THE ORDER OF RODNEY MCFARLAND

\$ 112.67

One Hundred Twelve and 07/100 Base Currency

RODNEY MCFARLAND
389 W SOUTH AVE
BRADY TX 76825
USA

B. Alphredo

Check# 44617 05/16/2022 \$1080.00

Regions Bank
6611 S Mopac Expwy
Austin, TX 78748
Date: 05/16/2022 No: 44617

LOADCRAFT INDUSTRIES, Ltd.
Debtor in Possession
Case No: 421-21-11018
3811 North Bridge St
Brady, TX 76825

PAY TO THE ORDER OF Colt Wilkinson

\$ 1,080.00

One thousand eight and 00/100

Colt Wilkinson
6747 US Hwy 282
Columbus, TX 76804

B. Alphredo

Check# 44619 05/17/2022 \$538.20

Regions Bank
6611 S Mopac Expwy
Austin, TX 78748
Date: May 16, 2022 No: 44619

LOADCRAFT INDUSTRIES, Ltd.
Debtor in Possession
Case No: 421-21-11018
3811 North Bridge St
Brady, TX 76825

PAY TO THE ORDER OF FedEx

\$ 538.20

Five hundred thirty eight and 20/100

FedEx

B. Alphredo

Check# 44620 05/18/2022 \$1524.96

Regions Bank
6611 S Mopac Expwy
Austin, TX 78748
Date: May 18, 2022 No: 44620

LOADCRAFT INDUSTRIES, Ltd.
Debtor in Possession
Case No: 421-21-11018
3811 North Bridge St
Brady, TX 76825

PAY TO THE ORDER OF FedEx

\$ 1,524.96

One thousand five hundred twenty four and 96/100

FedEx

B. Alphredo

Check# 44622 05/25/2022 \$1198.42

Regions Bank
6611 S Mopac Expwy
Austin, TX 78748
Date: 05/25/2022 No: 44622

LOADCRAFT INDUSTRIES, Ltd.
Debtor in Possession
Case No: 421-21-11018
3811 North Bridge St
Brady, TX 76825

PAY TO THE ORDER OF TX CHILD SUPPORT SDU

\$ 1,198.42

One Thousand One Hundred Ninety-Eight and 42/100 Base Currency

TX CHILD SUPPORT SDU
P O BOX 699791
SAN ANTONIO TX 78265-9791
USA

B. Alphredo

Check# 44624 05/23/2022 \$317.55

Regions Bank
6611 S Mopac Expwy
Austin, TX 78748
Date: May 23, 2022 No: 44624

LOADCRAFT INDUSTRIES, Ltd.
Debtor in Possession
Case No: 421-21-11018
3811 North Bridge St
Brady, TX 76825

PAY TO THE ORDER OF FedEx

\$ 317.55

Three hundred seventeen and 55/100

FedEx

B. Alphredo

Check# 44626 05/25/2022 \$459.90

Regions Bank
6611 S Mopac Expwy
Austin, TX 78748
Date: 05/25/2022 No: 44626

LOADCRAFT INDUSTRIES, Ltd.
Debtor in Possession
Case No: 421-21-11018
3811 North Bridge St
Brady, TX 76825

PAY TO THE ORDER OF REIDER DISTRIBUTORS

\$ 459.90

Four hundred Fifty-Nine and 90/100 Base Currency

REIDER DISTRIBUTORS
P O BOX 8237
FT WORTH TX 76124
USA

B. Alphredo

Check# 44627 05/26/2022 \$200.00

Regions Bank
6611 S Mopac Expwy
Austin, TX 78748
Date: May 25, 2022 No: 44627

LOADCRAFT INDUSTRIES, Ltd.
Debtor in Possession
Case No: 421-21-11018
3811 North Bridge St
Brady, TX 76825

PAY TO THE ORDER OF Zone Valet

\$ 200.00

Two hundred and 00/100

Zone Valet

B. Alphredo

Check# 44628 05/27/2022 \$9033.67

Regions Bank
6611 S Mopac Expwy
Austin, TX 78748
Date: 05/25/2022 No: 44628

LOADCRAFT INDUSTRIES, Ltd.
Debtor in Possession
Case No: 421-21-11018
3811 North Bridge St
Brady, TX 76825

PAY TO THE ORDER OF THE CITY OF BRADY

\$ 9,033.67

Nine Thousand Thirty-One and 07/100 Base Currency

CITY OF BRADY
P O BOX 351
BRADY TX 76825-0351
USA

B. Alphredo

Check# 44629 05/26/2022 \$751.58

Regions Bank
6611 S Mopac Expwy
Austin, TX 78748
Date: 05/26/2022 No: 44629

LOADCRAFT INDUSTRIES, Ltd.
Debtor in Possession
Case No: 421-21-11018
3811 North Bridge St
Brady, TX 76825

PAY TO THE ORDER OF FEDEX FREIGHT EAST

\$ 751.58

Seven Hundred Fifty-One and 58/100 Base Currency

FEDEX FREIGHT EAST
DEPT CH
P O BOX 10306
PALATINE IL 60055-0306
USA

B. Alphredo

Check# 44630 05/26/2022 \$513.62

Regions Bank
6611 S Mopac Expwy
Austin, TX 78748
Date: 5/25/2022 No: 44630

LOADCRAFT INDUSTRIES, Ltd.
Debtor in Possession
Case No: 421-21-11018
3811 North Bridge St
Brady, TX 76825

PAY TO THE ORDER OF FEDEX FREIGHT EAST

\$ 513.62

Five Hundred Thirteen and 02/100 Base Currency

FEDEX FREIGHT EAST
DEPT CH
P O BOX 10306
PALATINE IL 60055-0306
USA

B. Alphredo

Check# 44633 05/31/2022 \$200.00

Regions Bank
6611 S Mopac Expwy
Austin, TX 78748
Date: May 26, 2022 No: 44633

LOADCRAFT INDUSTRIES, Ltd.
Debtor in Possession
Case No: 421-21-11018
3811 North Bridge St
Brady, TX 76825

PAY TO THE ORDER OF RE. Jones

\$ 200.00

Two hundred and 00/100

RE. Jones

B. Alphredo

Easy Steps to Balance Your Account

Checking Account

1.	Write here the amount shown on statement for ENDING BALANCE	\$
2.	Enter any deposits which have not been credited on this statement.	\$ +
3.	Total lines 1 & 2	\$ =
4.	Enter total from 4a (column on right side of page)	\$ -
5.	Subtract line 4 from line 3. This should be your checkbook balance.	\$ =

4a List any checks, payments, transfers or other withdrawals from your account that are not on this statement.

Check No.	Amount	
	\$	
	\$	
	\$	
	\$	
	\$	
	\$	
	\$	
	\$	
	\$	
	\$	
	\$	
	\$	
	\$	
	\$	
Total Enter in Line 4 at Left		

The law requires you to use "reasonable care and promptness" in examining your bank statement and any checks sent with it and to report to the Bank an unauthorized signature (i.e., a forgery), any alteration of a check, or any unauthorized endorsement. You must report any forged signatures, alterations or forged endorsements to the Bank within the time periods specified under the Deposit Agreement. If you do not do this, the Bank will not be liable to you for the losses or claims arising from the forged signatures, forged endorsements or alterations. Please see the Deposit Agreement for further explanation of your responsibilities with regard to your statement and checks. A copy of our current Deposit Agreement may be requested at any of our branch locations.

Summary of Our Error Resolution Procedures
In Case of Errors or Questions About Your Electronic Transfers
Telephone us toll-free at 1-800-734-4667
or write us at
Regions Electronic Funds Transfer Services
Post Office Box 413
Birmingham, Alabama 35201

Please contact Regions as soon as you can, if you think your statement is wrong or if you need more information about a transfer listed on your statement. We must hear from you no later than sixty (60) days after we sent the FIRST statement on which the problem or error appeared.

(1) Tell us your name and account number.

(2) Describe the error or the transfer you are unsure about and explain as clearly as you can why you believe it is an error or why you need more information.

(3) Tell us the dollar amount of the suspected error.

If you tell us verbally, we may require that you send us your complaint or question in writing within ten (10) business days.

We will determine whether an error occurred within ten (10) business days after we hear from you and will correct any error promptly. If we need more time, however, we may take up to forty-five (45) days to investigate your complaint or question (ninety (90) days for POS transactions or for transfers initiated outside of the United States). If we decide to do this, we will credit your account within ten (10) business days for the amount you think is in error. If, after the investigation, we determine that no bank error occurred, we will debit your account to the extent previously credited. If we ask you to put your complaint in writing and we do not receive it within ten (10) business days, we may not credit your account.

New Accounts- If an alleged error occurred within thirty (30) days after your first deposit to your account was made, we may have up to ninety (90) days to investigate your complaint, provided we credit your account within twenty (20) business days for the amount you think is in error.

If we decide there was no error, we will send you a written explanation within three (3) business days after we finish our investigation. You may ask for copies of the documents that we used in our investigation.

FOR QUESTIONS CONCERNING THIS STATEMENT OR FOR VERIFICATION OF A PREAUTHORIZED DEPOSIT, PLEASE CALL 1-800-REGIONS (734-4667) OR VISIT YOUR NEAREST REGIONS LOCATION.

ADJ - Adjustment

EB - Electronic Banking

RI - Return Item

NSF - Nonsufficient Funds

CR - Credit

APY - Annual Percentage Yield

SC - Service Charge

FWT - Federal Withholding Tax

OD - Overdrawn

*Break in Number Sequence

Loadcraft Indutries, Ltd
Bank Reconciliation Form
Regions Bank

5/31/2022

	Beg. Balance	DR	CR	End Balance
Bank	31,769.08	253,448.36	253,362.85	31,854.59
Book	20,539.65	253,448.36	245,745.83	28,242.18
Variance	11,229.43	-	7,617.02	3,612.41

Reconciling Items / Outstanding Checks					
Date	Description	Beg. Balance	DR	CR	End Balance
1/31/2022	Outstanding Checks (Tab: Regions OS Check)	(0.05)			(0.05)
2/28/2022	Outstanding Checks (Tab: Regions OS Check)	-			-
3/31/2022	Outstanding Checks (Tab: Regions OS Check)	(1,125.30)		(1,125.28)	(0.02)
4/30/2022	Outstanding Checks (Tab: Regions OS Check)	(10,104.08)		(9,974.08)	(130.00)
5/31/2022	Outstanding Checks (Tab: Regions OS Check)	-		3,482.34	(3,482.34)
		-			-
		-			-
		-			-
		-			-
		-			-
	Bank In/Out	-			-
	GL In/Out	-			-
	Cleared Transactions	-			-
	Total Reconciling Items	(11,229.43)	-	(7,617.02)	(3,612.41)
	Check Digit	(0.00)	-	(0.00)	(0.00)

				253,362.85	253,448.36					253,448.36	245,745.83
Bank						Book					
Date	Description	Withdrawals	Deposits			Date	Description	Deposits	Withdrawals		
5/2/2022	PREAUTHORIZED ACH CREDIT		5,335.05	(0.05)		5/31/2022	Py:Wire - CC MARK MULLIN COMPA	5,335.00	-		
				0.05		5/31/2022	Py:Wire - CC ClearantFee	0.05	-		
5/5/2022	PREAUTHORIZED ACH CREDIT		95.00	-		5/31/2022	Py:Wire - CC MOORE TRUCK AND E	95.00	-		
5/18/2022	PREAUTHORIZED ACH CREDIT		176.00	-		5/31/2022	Py:Wire - CC DAMIAN OIL, INC.	176.00	-		
5/10/2022	INCOMING MONEY TRANSFER		1,108.00	-		5/31/2022	Py:Wire MASON INTERNATIONAL OI	1,108.00	-		
5/11/2022	INCOMING MONEY TRANSFER		3,536.00	-		5/31/2022	Py:Wire John Energy, Ltd.	3,536.00	-		
5/13/2022	INCOMING MONEY TRANSFER		42,880.00	-		5/31/2022	Py:Wire SDF Oilwell Technology	42,880.00	-		
5/23/2022	INCOMING MONEY TRANSFER		13,440.00	-		5/31/2022	Py:Wire WELL MAINTENANCE SERVI	13,440.00	-		
5/23/2022	INCOMING MONEY TRANSFER		13,682.25	-		5/31/2022	Py:Wire WELL MAINTENANCE SERVI	13,682.25	-		
5/24/2022	INCOMING MONEY TRANSFER		35,528.00	-		5/31/2022	Py:Wire L.L. & SONS INC.	35,528.00	-		
5/3/2022	CHECK DEPOSIT PACKAGE		50,771.75	(40,991.00)		5/31/2022	Py:34049 ScrapSale_TxAlloy	9,780.75	-		
				19,500.00		5/31/2022	Py:56573 JELEC USA, INC	19,500.00	-		
				21,491.00		5/31/2022	Py:681906562 INNODRY LLC	21,491.00	-		
5/5/2022	CHECK DEPOSIT PACKAGE		16,000.00	-		5/31/2022	Py:58769 CONCHO SERVICES, LLC	16,000.00	-		
5/9/2022	CHECK DEPOSIT PACKAGE		4,941.16	-		5/31/2022	Py:34100 ScrapSale_TxAlloy	4,941.16	-		
5/10/2022	CHECK DEPOSIT PACKAGE		12,005.42	-		5/31/2022	Py:1132 LIGHTED WAY LOGISTICS	12,005.42	-		
5/23/2022	CHECK DEPOSIT PACKAGE		24,975.00	-		5/31/2022	Py:56598 JELEC USA, INC	24,975.00	-		
5/23/2022	CHECK DEPOSIT PACKAGE		1,196.50	-		5/31/2022	Py:4762 Nathan Sorrells DBA Sn	1,196.50	-		

Date	Description	Withdrawals	Deposits
5/31/2022	CHECK DEPOSIT PACKAGE		2,777.67
5/2/2022	UTEX INDUSTRIES 5969 /	329.72	
5/26/2022	ENGINEERED SEAL 5085 /	538.35	
5/12/2022	ENGINEERED SEAL 5085 /	71.78	
5/4/2022	RIGPRO INC 5046 /	1,477.03	
5/5/2022	SCHEERER BEARIN 5072 /	160.66	
5/6/2022	MOTION INDUSTRI 5085 /	40.33	
5/6/2022	MOTION INDUSTRI 5085 /	200.46	
5/6/2022	MOTION INDUSTRI 5085 /	850.65	
5/5/2022	RIGPRO INC 5046 /	367.82	
5/6/2022	MSC 5085 /	999.30	
5/9/2022	MSC 5085 /	232.23	
5/6/2022	MSC 5085 /	446.20	
5/9/2022	IN *RATLIFF STE 5039 /	272.00	
5/19/2022	RIGPRO INC 5046 /	105.97	
5/31/2022	RIGPRO INC 5046 /	10,656.00	
5/18/2022	ABS 5085 /	178.20	
5/26/2022	ABS 5085 /	137.18	
5/4/2022	AIRGAS USA LLC 4900 /	75.18	
5/12/2022	AIRGAS USA LLC 4900 /	89.09	
5/5/2022	ALLSUPS #10208 5542 /	100.00	
5/19/2022	ALLSUPS #10208 5542 /	100.00	
5/10/2022	ALLSUPS #10210 5542 /	100.00	
5/12/2022	ALLSUPS #10210 5542 /	82.25	
5/31/2022	ALLSUPS #10220 5542 /	79.22	
5/31/2022	ALLSUPS #10220 5542 /	100.00	
5/2/2022	ALLSUPS #10227 5542 /	87.77	
5/17/2022	ALLSUPS #10227 5542 /	100.00	
5/24/2022	ALLSUPS #10227 5542 /	100.00	
5/25/2022	ALLSUPS #10227 5542 /	100.00	
5/27/2022	ALLSUPS #10227 5542 /	95.85	
5/9/2022	ANALYSIS CHARGE 04-22 /	203.00	
5/4/2022	APSCO SUPPLY 5074 /	4.28	
5/26/2022	AT&T PAYMENT 4814 /	549.30	
5/26/2022	AT&T PAYMENT 4814 /	582.50	
5/9/2022	BOB MOORE TIRE 7538 /	458.53	
5/16/2022	BOB MOORE TIRE 7538 /	251.50	
5/3/2022	BRADY BUTANE C 5983 /	1.94	
5/10/2022	BRADY BUTANE C 5983 /	8.65	
5/12/2022	BRADY BUTANE C 5983 /	40.87	
5/12/2022	BRADY COMMUNICAT /	390.00	
5/12/2022	BRADY COMMUNICAT /	390.00	
5/16/2022	CITY OF BROWNWO 9399 /	217.62	

Date	Description	Deposits	Withdrawals
(656.67)	5/31/2022 Py:34152 ScrapSale_TxAlloy	2,121.00	-
384.95	5/31/2022 Py:4165 SUN WELL SERVICE	384.95	-
271.72	5/31/2022 Py:6392 BLACK HAWK ENERGY SERV	271.72	-
-	5/2/2022 UTEX INDUSTRIES 5969	-	329.72
-	5/26/2022 ENGINEERED SEAL 5085	-	538.35
-	5/12/2022 ENGINEERED SEAL 5085	-	71.78
-	5/4/2022 RIGPRO INC 5046	-	1,477.03
-	5/5/2022 SCHEERER BEARIN 5072	-	160.66
-	5/6/2022 MOTION INDUSTRI 5085	-	40.33
-	5/6/2022 MOTION INDUSTRI 5085	-	200.46
-	5/6/2022 MOTION INDUSTRI 5085	-	850.65
-	5/5/2022 RIGPRO INC 5046	-	367.82
-	5/6/2022 MSC 5085	-	999.30
-	5/9/2022 MSC 5085	-	232.23
-	5/6/2022 MSC 5085	-	446.20
-	5/9/2022 IN *RATLIFF STE 5039	-	272.00
-	5/19/2022 RIGPRO INC 5046	-	105.97
-	5/31/2022 RIGPRO INC 5046	-	10,656.00
-	5/18/2022 ABS 5085	-	178.20
-	5/26/2022 ABS 5085	-	137.18
-	5/4/2022 AIRGAS USA LLC 4900	-	75.18
-	5/12/2022 AIRGAS USA LLC 4900	-	89.09
-	5/5/2022 ALLSUPS #10208 5542	-	100.00
-	5/19/2022 ALLSUPS #10208 5542	-	100.00
-	5/10/2022 ALLSUPS #10210 5542	-	100.00
-	5/12/2022 ALLSUPS #10210 5542	-	82.25
-	5/31/2022 ALLSUPS #10220 5542	-	79.22
-	5/31/2022 ALLSUPS #10220 5542	-	100.00
-	5/2/2022 ALLSUPS #10227 5542	-	87.77
-	5/17/2022 ALLSUPS #10227 5542	-	100.00
-	5/24/2022 ALLSUPS #10227 5542	-	100.00
-	5/25/2022 ALLSUPS #10227 5542	-	100.00
-	5/27/2022 ALLSUPS #10227 5542	-	95.85
-	5/9/2022 ANALYSIS CHARGE 04	-	203.00
-	5/4/2022 APSCO SUPPLY 5074	-	4.28
-	5/26/2022 AT&T PAYMENT 4814	-	549.30
-	5/26/2022 AT&T PAYMENT 4814	-	582.50
-	5/9/2022 BOB MOORE TIRE 7538	-	458.53
-	5/16/2022 BOB MOORE TIRE 7538	-	251.50
-	5/3/2022 BRADY BUTANE C 5983	-	1.94
-	5/10/2022 BRADY BUTANE C 5983	-	8.65
-	5/12/2022 BRADY BUTANE C 5983	-	40.87
-	5/12/2022 BRADY COMMUNICAT	-	390.00
-	5/12/2022 BRADY COMMUNICAT	-	390.00
-	5/16/2022 CITY OF BROWNWO 9399	-	217.62

Date	Description	Withdrawals	Deposits
5/31/2022	CITY OF BROWNWO 9399 /	101.31	
5/6/2022	CLEARENT LLC /	63.45	
5/27/2022	CROSS TEXAS SUP 7692 /	459.36	
5/31/2022	DAYS INN & SUIT 3510 /	80.49	
5/31/2022	DAYS INN & SUIT 3510 /	80.49	
5/19/2022	DeCoty Coffee C 5499 /	242.78	
5/3/2022	ELLIOTT ELECTR 5251 /	177.37	
5/9/2022	ELLIOTT ELECTR 5251 /	102.00	
5/19/2022	ELLIOTT ELECTR 5251 /	338.48	
5/2/2022	FASTENAL COMPAN 5085 /	67.04	
5/19/2022	FASTENAL COMPAN 5085 /	16.83	
5/4/2022	FLEETPRIDE469 5533 /	46.83	
5/5/2022	GORDON EXXON 5542 /	125.00	
5/4/2022	GOV-PAY FEE - M 9399 /	3.00	
5/5/2022	GOV-PAY FEE - M 9399 /	3.00	
5/26/2022	HEART OF TEXAS 7538 /	96.00	
5/27/2022	HOMEDPOT.COM 5200 /	318.43	
5/12/2022	Incoming FED Wire TRN :20220512-		25,000.00
5/27/2022	INTUIT *QuickBo 5734 /	159.90	
5/4/2022	IRS /	1,551.70	
5/4/2022	IRS /	8,044.20	
5/11/2022	IRS /	7,935.96	
5/18/2022	IRS /	8,657.05	
5/25/2022	IRS /	7,984.07	
5/19/2022	KEITH ACE HARD 5251 /	39.15	
5/19/2022	KEITH ACE HARDW 5251 /	2.59	
5/27/2022	KFC J625107 5814 /	15.78	
5/3/2022	MOORE S AUTO 0 5533 /	7.99	
5/9/2022	MOORE S AUTO 0 5533 /	61.68	
5/12/2022	MOORE S AUTO 0 5533 /	22.91	
5/12/2022	MOORE S AUTO 0 5533 /	51.98	
5/17/2022	MOORE S AUTO 0 5533 /	44.76	
5/17/2022	MOORE S AUTO 0 5533 /	188.71	
5/18/2022	MOORE S AUTO 0 5533 /	13.98	
5/18/2022	MOORE S AUTO 0 5533 /	65.49	
5/18/2022	MOORE S AUTO 0 5533 /	67.48	
5/18/2022	MOORE S AUTO 0 5533 /	510.93	
5/19/2022	MOORE S AUTO 0 5533 /	153.60	
5/23/2022	MOORE S AUTO 0 5533 /	66.89	
5/27/2022	MOTION INDUSTRI 5085 /	177.66	
5/31/2022	MOTION INDUSTRI 5085 /	93.19	
5/31/2022	MOTION INDUSTRI 5085 /	256.46	
5/4/2022	MOTOR 9399 /	29.75	
5/5/2022	MOTOR 9399 /	9.75	
5/17/2022	MSC 5085 /	372.22	
5/17/2022	NAPA AUTO 0026 5533 /	19.80	
5/17/2022	NAPA AUTO 0026 5533 /	105.53	
5/23/2022	NAPA AUTO 0026 5533 /	13.83	
5/23/2022	NAPA AUTO 0026 5533 /	62.25	

Date	Description	Deposits	Withdrawals
5/31/2022	CITY OF BROWNWO 9399	-	101.31
5/6/2022	CLEARENT LLC	-	63.45
5/27/2022	CROSS TEXAS SUP 7692	-	459.36
5/31/2022	DAYS INN & SUIT 3510	-	80.49
5/31/2022	DAYS INN & SUIT 3510	-	80.49
5/19/2022	DeCoty Coffee C 5499	-	242.78
5/3/2022	ELLIOTT ELECTR 5251	-	177.37
5/9/2022	ELLIOTT ELECTR 5251	-	102.00
5/19/2022	ELLIOTT ELECTR 5251	-	338.48
5/2/2022	FASTENAL COMPAN 5085	-	67.04
5/19/2022	FASTENAL COMPAN 5085	-	16.83
5/4/2022	FLEETPRIDE469 5533	-	46.83
5/5/2022	GORDON EXXON 5542	-	125.00
5/4/2022	GOV-PAY FEE - M 9399	-	3.00
5/5/2022	GOV-PAY FEE - M 9399	-	3.00
5/26/2022	HEART OF TEXAS 7538	-	96.00
5/27/2022	HOMEDPOT.COM 5200	-	318.43
5/12/2022	Alphonso Energy Capital	25,000.00	-
5/27/2022	INTUIT *QuickBo 5734	-	159.90
5/4/2022	IRS	-	1,551.70
5/4/2022	IRS	-	8,044.20
5/11/2022	IRS	-	7,935.96
5/18/2022	IRS	-	8,657.05
5/25/2022	IRS	-	7,984.07
5/19/2022	KEITH ACE HARD 5251	-	39.15
5/19/2022	KEITH ACE HARDW 5251	-	2.59
5/27/2022	KFC J625107 5814	-	15.78
5/3/2022	MOORE S AUTO 0 5533	-	7.99
5/9/2022	MOORE S AUTO 0 5533	-	61.68
5/12/2022	MOORE S AUTO 0 5533	-	22.91
5/12/2022	MOORE S AUTO 0 5533	-	51.98
5/17/2022	MOORE S AUTO 0 5533	-	44.76
5/17/2022	MOORE S AUTO 0 5533	-	188.71
5/18/2022	MOORE S AUTO 0 5533	-	13.98
5/18/2022	MOORE S AUTO 0 5533	-	65.49
5/18/2022	MOORE S AUTO 0 5533	-	67.48
5/18/2022	MOORE S AUTO 0 5533	-	510.93
5/19/2022	MOORE S AUTO 0 5533	-	153.60
5/23/2022	MOORE S AUTO 0 5533	-	66.89
5/27/2022	MOTION INDUSTRI 5085	-	177.66
5/31/2022	MOTION INDUSTRI 5085	-	93.19
5/31/2022	MOTION INDUSTRI 5085	-	256.46
5/4/2022	MOTOR 9399	-	29.75
5/5/2022	MOTOR 9399	-	9.75
5/17/2022	MSC 5085	-	372.22
5/17/2022	NAPA AUTO 0026 5533	-	19.80
5/17/2022	NAPA AUTO 0026 5533	-	105.53
5/23/2022	NAPA AUTO 0026 5533	-	13.83
5/23/2022	NAPA AUTO 0026 5533	-	62.25

Date	Description	Withdrawals	Deposits
5/2/2022	O REILLY AUTO 5533 /	425.98	
5/12/2022	O REILLY AUTO 5533 /	61.78	
5/20/2022	Outgoing FED Wire TRN :20220520-0	2,670.79	
5/20/2022	Outgoing FED Wire TRN :20220520-0	500.00	
5/12/2022	PROG COUNTY MUT /	324.49	
5/10/2022	QUARTERLY FEE /	3,384.00	
5/20/2022	QUICKBOOKS /	0.56	
5/27/2022	QUICKBOOKS /		0.56
5/2/2022	QUILL CORPORATI 5111 /	162.33	
5/31/2022	QUILL CORPORATI 5111 /	256.54	
5/4/2022	REGIONS BANK PREFUNDDBT	26,561.45	
5/12/2022	REGIONS BANK PREFUNDDBT	27,270.13	
5/18/2022	REGIONS BANK PREFUNDDBT	25,792.28	
5/24/2022	REGIONS BANK PREFUNDDBT	26,309.48	
5/10/2022	REGIONS BANK FEE	15.00	
5/11/2022	REGIONS BANK FEE	15.00	
5/12/2022	REGIONS BANK FEE	15.00	
5/13/2022	REGIONS BANK FEE	15.00	
5/20/2022	REGIONS BANK FEE	25.00	
5/20/2022	REGIONS BANK FEE	45.00	
5/23/2022	REGIONS BANK FEE	3.00	
5/23/2022	REGIONS BANK FEE	15.00	
5/23/2022	REGIONS BANK FEE	15.00	
5/24/2022	REGIONS BANK FEE	15.00	
5/23/2022	SANTA ANNA NATL 6010 /	150.00	
5/4/2022	SELECT PREMIUM /	1,882.39	
5/3/2022	SHELL SERVICE 5542 /	65.75	
5/3/2022	STARR SALES 5085 /	41.36	
5/9/2022	STARR SALES 5085 /	129.25	
5/10/2022	STARR SALES 5085 /	87.24	
5/11/2022	STARR SALES 5085 /	169.01	
5/25/2022	STARR SALES 5085 /	583.19	
5/4/2022	STATE COMPTLR /	19,805.49	
5/19/2022	STATE COMPTLR /	297.08	
5/27/2022	SUNOCO 0704902 5542 /	100.00	
5/18/2022	Texas Mutual Payment /	2,920.00	
5/6/2022	THE HOME DEPOT 5200 /	11.86	
5/10/2022	THE HOME DEPOT 5200 /	36.22	
5/19/2022	THE HOME DEPOT 5200 /	72.34	
5/16/2022	TRACTOR S 2309 5599 /	97.41	
5/18/2022	TRACTOR S 2309 5599 /	70.35	
5/20/2022	UNITED SUPERMA 5411 /	21.99	
5/31/2022	UPS*1ZA41A46011 4215 /	73.10	
5/9/2022	UPS*1ZA41A46012 4215 /	24.83	
5/9/2022	UPS*1ZA41A46031 4215 /	10.67	
5/9/2022	UPS*1ZA41A46031 4215 /	10.67	
5/9/2022	UPS*1ZA41A46032 4215 /	53.44	
5/16/2022	UPS*1ZA41A46033 4215 /	12.53	
5/2/2022	UPS*1ZA41A46132 4215 /	30.98	

Date	Description	Deposits	Withdrawals
5/2/2022	O REILLY AUTO 5533	-	425.98
5/12/2022	O REILLY AUTO 5533	-	61.78
5/20/2022	Luis Jauregui Wages	-	2,670.79
5/20/2022	Orient Oil	-	500.00
5/12/2022	PROG COUNTY MUT	-	324.49
5/10/2022	QUARTERLY FEE	-	3,384.00
5/20/2022	QUICKBOOKS	-	0.56
5/27/2022	QUICKBOOKS	0.56	-
5/2/2022	QUILL CORPORATI 5111	-	162.33
5/31/2022	QUILL CORPORATI 5111	-	256.54
5/4/2022	REGIONS BANK PREFUNDDBT	-	26,561.45
5/12/2022	REGIONS BANK PREFUNDDBT	-	27,270.13
5/18/2022	REGIONS BANK PREFUNDDBT	-	25,792.28
5/24/2022	REGIONS BANK PREFUNDDBT	-	26,309.48
5/10/2022	REGIONS BANK FEE	-	15.00
5/11/2022	REGIONS BANK FEE	-	15.00
5/12/2022	REGIONS BANK FEE	-	15.00
5/13/2022	REGIONS BANK FEE	-	15.00
5/20/2022	REGIONS BANK FEE	-	25.00
5/20/2022	REGIONS BANK FEE	-	45.00
5/23/2022	REGIONS BANK FEE	-	3.00
5/23/2022	REGIONS BANK FEE	-	15.00
5/23/2022	REGIONS BANK FEE	-	15.00
5/24/2022	REGIONS BANK FEE	-	15.00
5/23/2022	SANTA ANNA NATL 6010	-	150.00
5/4/2022	SELECT PREMIUM	-	1,882.39
5/3/2022	SHELL SERVICE 5542	-	65.75
5/3/2022	STARR SALES 5085	-	41.36
5/9/2022	STARR SALES 5085	-	129.25
5/10/2022	STARR SALES 5085	-	87.24
5/11/2022	STARR SALES 5085	-	169.01
5/25/2022	STARR SALES 5085	-	583.19
5/4/2022	STATE COMPTLR	-	19,805.49
5/19/2022	STATE COMPTLR	-	297.08
5/27/2022	SUNOCO 0704902 5542	-	100.00
5/18/2022	Texas Mutual Payment	-	2,920.00
5/6/2022	THE HOME DEPOT 5200	-	11.86
5/10/2022	THE HOME DEPOT 5200	-	36.22
5/19/2022	THE HOME DEPOT 5200	-	72.34
5/16/2022	TRACTOR S 2309 5599	-	97.41
5/18/2022	TRACTOR S 2309 5599	-	70.35
5/20/2022	UNITED SUPERMA 5411	-	21.99
5/31/2022	UPS*1ZA41A46011 4215	-	73.10
5/9/2022	UPS*1ZA41A46012 4215	-	24.83
5/9/2022	UPS*1ZA41A46031 4215	-	10.67
5/9/2022	UPS*1ZA41A46031 4215	-	10.67
5/9/2022	UPS*1ZA41A46032 4215	-	53.44
5/16/2022	UPS*1ZA41A46033 4215	-	12.53
5/2/2022	UPS*1ZA41A46132 4215	-	30.98

Date	Description	Withdrawals	Deposits
5/25/2022	44626	459.90	
5/26/2022	44627	200.00	
5/27/2022	44628	9,033.67	
5/26/2022	44629	751.58	
5/26/2022	44630	513.62	
5/31/2022	44633	200.00	

Date	Description	Deposits	Withdrawls
5/23/2022	Py:44626 REEDER DISTRIBUTORS	-	459.90
5/25/2022	Py:44627 FORREST VAUGHN	-	200.00
5/25/2022	Py:44628 CITY OF BRADY	-	9,033.67
5/25/2022	Py:44629 FEDEX FREIGHT EAST	-	751.58
5/25/2022	Py:44630 FEDEX FREIGHT EAST	-	513.62
5/26/2022	Py:44633 EDDIE JONES	-	200.00
(547.13)	5/12/2022 Py:44618 PETTY CASH	-	547.13
(1,099.22)	5/19/2022 Py:44621 AIRGAS USA, LLC	-	1,099.22
(819.19)	5/19/2022 Py:44623 PETTY CASH	-	819.19
(100.00)	5/23/2022 Py:44625 DENNIS COOK	-	100.00
(450.00)	5/26/2022 Py:44632 COLT WILKINSON	-	450.00
(466.80)	5/26/2022 Py:44634 TX CHILD SUPPORT SDU	-	466.80

Jan 2021		0.05	Cleared	Voided	Date	Bank
1/31/2022 Py:44144 FEDEX FREIGHT EAST		182.38	(182.33)		2/1/2022	Regions Bank
Feb 2022		-	Cleared	Voided	Date	Bank
Mar 2022		0.02	Cleared	Voided	Date	Bank
3/1/2022 Py:44530 HERITAGE FUNERAL HOME		70.36	(70.34)		3/11/2022	Regions Bank
3/28/2022 Py:44563 CHARLES E. HINKLE		1,125.28	(1,125.28)		5/9/2022	Regions Bank
Apr 2022		130.00	Cleared	Voided	Date	Bank
4/7/2022 Py:44574 COLT WILKINSON		895.00	(765.00)		4/30/2022	Regions Bank
4/12/2022 Py:44577 CHARLES E. HINKLE		1,761.03	(1,761.03)		5/9/2022	Regions Bank
4/19/2022 Py:44587 AIRGAS USA, LLC		1,266.86	(1,266.86)		5/3/2022	Regions Bank
4/25/2022 Py:44598 CHARLES E. HINKLE		1,949.64	(1,949.64)		5/9/2022	Regions Bank
4/27/2022 Py:44599 CLEVELAND CITY FORGE		3,023.80	(3,023.80)		5/3/2022	Regions Bank
4/27/2022 Py:44600 COLT WILKINSON		1,035.00	(1,035.00)		5/2/2022	Regions Bank
4/28/2022 Py:44601 MARK MULLIN COMPANY L		322.59	(322.59)		5/2/2022	Regions Bank
4/28/2022 Py:44602 RATLIFF STEEL COMPANY		615.16	(615.16)		5/3/2022	Regions Bank
May 2022		3,482.34	Cleared	Voided	Date	Bank
5/12/2022 Py:44618 PETTY CASH		547.13				
5/19/2022 Py:44621 AIRGAS USA, LLC		1,099.22				
5/19/2022 Py:44623 PETTY CASH		819.19				
5/23/2022 Py:44625 DENNIS COOK		100.00				
5/26/2022 Py:44632 COLT WILKINSON		450.00				
5/26/2022 Py:44634 TX CHILD SUPPORT SDU		466.80				

	Beg. Balance	DR	CR	Ending Balance
Bank	9,000.00	-	-	9,000.00
Book	9,000.00	-	-	9,000.00
Variance	-	-	-	-

Bank				Book			
Date	Description	Withdrawals	Deposits	Date	Description	Deposits	Withdrawals
		-	-			-	-

5/31/2022

Variance

Reconciling Items / Outstanding Checks

Total Reconciling ItemsBankBook[illegible]

EXHIBIT B

Financial Projections

(to be supplemented)

EXHIBIT C

Plan of Reorganization

**IN THE UNITED STATES BANKRUPTCY COURT
FOR THE WESTERN DISTRICT OF TEXAS
AUSTIN DIVISION**

In re:	§	
LOADCRAFT INDUSTRIES, LTD.	§	Case No. 21-11018-tmd
	§	
	§	

DEBTOR'S CHAPTER 11 PLAN OF REORGANIZATION

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ATTORNEYS FOR DEBTOR

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Loadcraft Industries, Ltd. (“**Debtor**” or “**Loadcraft**”) submits this proposed Plan of Reorganization (the “**Plan**”). A discussion of the Debtor’s history, business, properties and results of operations, and a summary of this Plan and certain related matters, can be found in the Disclosure Statement (the “**Disclosure Statement**”) filed by the Debtor in support of this Plan.

ARTICLE I. INTRODUCTION

The Debtor proposes the following Plan pursuant to the provisions of Chapter 11 of the U.S. Bankruptcy Code, 11 U.S.C. § 101 *et seq.* Capitalized terms used in this Plan and not otherwise defined shall have the meanings ascribed to them in Article II of this Plan or, if not defined therein, in Section 101 of the Code.

Reference is hereby made to the Disclosure Statement, which discusses the history of the Debtor and their business, management, assets and liabilities. The Disclosure Statement also provides a summary of this Plan. *You are urged to read the Disclosure statement with care in evaluating how this Plan will affect your Claim(s).*

ARTICLE II. DEFINITIONS, RULES OF INTERPRETATION, AND CONSTRUCTION OF TERMS

For purposes of this Plan, any reference in this Plan to an existing document or exhibit filed or to be filed means that document or exhibit as it may have been or may be amended, supplemented, or otherwise modified.

The words “**herein**,” “**hereof**” and “**hereunder**” and other words of similar import refer to this Plan as a whole and not to any particular section, subsection or clause contained in this Plan, unless the context requires otherwise. The word “**including**” as used in this Plan means “**including, without limitation.**” The word “**or**” when used in this Plan means “**and/or**” unless the context clearly indicates otherwise. Whenever from the context it appears appropriate, each term stated in either the singular or the plural includes the singular and the plural, and pronouns

stated in the masculine, feminine or neuter gender include the masculine, feminine and the neuter.

The section headings contained in this Plan are for reference purposes only and shall not affect in any way the meaning or interpretation of this Plan.

In computing any period of time prescribed or allowed by this Plan, the provisions of Bankruptcy Rule 9006(a) shall apply.

(a) **“Administrative Claim”** means a Claim for costs and expenses of administration of the Bankruptcy Cases allowed under sections 503, 507(a)(2) or 507(b) of the Bankruptcy Code and approved by Final Order of the Bankruptcy Court, and all fees and costs assessed against the Estates pursuant to 28 U.S.C. § 1930. The term includes Professional Claims, Post- Petition Tax Claims, and Post-Confirmation Administrative Claims.

(b) **“Allowed”** means with reference to a Claim or any portion thereof (a) a Claim against a Debtor, proof of which, if required, was filed on or before the Bar Date, which is not a Disputed Claim; (b) an unknown Claim allowed hereunder or by a Final Order or (c) a Claim which has been scheduled by a Debtor and is not listed as **“disputed”**, **“contingent”** or **“unliquidated”**. An Allowed Claim does not include any Claim, or portion thereof, which is a Disallowed Claim or which has been subsequently withdrawn, disallowed, released or waived by the holder thereof or pursuant to a Final Order. Unless otherwise specifically provided in this Plan, or by a Final Order of the Court, an Allowed Claim shall not include any amount for punitive or exemplary damages, penalties, fines or post-petition interest.

(c) **“Allowance Date”** means the date on which a claim becomes an Allowed Claim, unless such Claim is **“Allowed”** solely under clause (b) of the definition of such term, in which case, the Allowance Date shall be no earlier than the day after the last day for filing objections to proofs of Claim under this Plan.

(d) **“Ballot”** means the form(s) distributed to holders of impaired Claims on which is to be indicated the acceptance or rejection of the Plan and whether the holder or such Claim agrees to the releases of third parties provided in the Plan.

(e) **“Bankruptcy Case”** means the bankruptcy cases of the Debtor, pending as Case No. 21-11018-tmd in the United States Bankruptcy Court for the Western District of Texas, Austin Division.

(f) **“Bankruptcy Code”** means title 11 of the United States Code, and applicable portions of titles 18 and 28 of the United States Code.

(g) **“Bankruptcy Court”** means the United States Bankruptcy Court for the Western District of Texas, Austin Division, or, if such court ceases to exercise jurisdiction, the court or adjunct thereof that exercises jurisdiction over the Bankruptcy Case.

(h) **“Bankruptcy Rules”** means the Federal Rules of Bankruptcy Procedure, as amended and promulgated under section 2075 of title 28 of the United States Code, together with the local bankruptcy rules for the Bankruptcy Court as now in effect or as the same may from time to time hereafter be amended.

(i) **“Bar Date”** means the date set by the Bankruptcy Court as the last day for filing of proofs of Claim in the Bankruptcy Cases, which is May 2, 2022 for non-governmental entities, and 180 days from the Petition Date for governmental entities.

(j) **“Books and Records”** means the books and records of the Debtor which are kept by or on behalf of the Debtor in the ordinary course of business, including, without limitation, all engineering reports, architectural plans, site plans and any drafts of the foregoing that relate to the Debtor including its property (whether currently or formerly owned), along with any permits, correspondence, bank accounts, tax records, corporate records, accounting records, software, computers, franchise tax matters and any other records of the Debtor whether in the possession of the Debtor, its manager, officers, directors, shareholders or any accountants, lawyers, brokers or any other Person.

(k) **“Brownwood Facility”** shall mean the real property, improvements and persona property owned by the Debtor, located at 1001 Gifford Street, Brownwood, Texas.

(l) **“Business Day”** means any day which is not a Saturday, a Sunday, or a legal holiday within the meaning of Bankruptcy Rule 9006(a).

(m) **“Claim”** has the meaning set forth in Section 101(5) of the Bankruptcy Code.

(n) **“Claimant”** means the holder of a Claim.

(o) **“Confirmation Date”** means the date on which the clerk of the Bankruptcy Court enters the Confirmation Order on its docket.

(p) **“Confirmation Hearing”** means the hearing or hearings which will be held before the Bankruptcy Court under Bankruptcy Code § 1128 at which the Confirmation of this Plan will be requested.

(q) **“Confirmation Order”** means an order of the Bankruptcy Court confirming this Plan pursuant to section 1129 of the Bankruptcy Code, as such order may be amended, modified, or supplemented.

(r) **“Convenience Claim”** means any General Unsecured Claim that is Allowed in an amount of five hundred dollars (\$500) or less; provided, however that (1) any Claim that was Allowed in excess of five hundred dollars (\$500) may not be subdivided into multiple Claims of five hundred dollars (\$500) or less for purposes of receiving treatment as a Convenience Claim, and (2) Claims in the same Class held by a Claimant shall be aggregated for purposes of determining whether such Claims are eligible to be Convenience Claims.

(s) **“Debtor”** has the meaning set forth in the preamble to this Plan.

(t) **“Deficiency Claim”** means any portion of a Claim (i) to the extent the value of the holder’s interest in the property securing such Claim is less than the amount of such Claim or (ii) to the extent the amount of a Claim is subject to setoff is less than the amount of the Claim, each as determined by Section 506(b) of the Bankruptcy Code.

(u) **“Disallowed Claim”** means a Claim or portion thereof that (i) has been disallowed by a Final Order; or (ii) was not filed by the Bar Date.

(v) **“Disclosure Statement”** means the Disclosure Statement with respect to this Plan, as approved by the Bankruptcy Court as containing adequate information for the purpose of dissemination and solicitation of votes on and confirmation of this Plan, as such Disclosure Schedule may be altered, amended or modified from time to time in accordance with the provisions of the Bankruptcy Code and the Bankruptcy Rules.

(w) **“Disposition”**, **“Disposed of”** and other forms of the word **“Dispose”**, when capitalized herein, refer to the sale, transfer, or other hypothecation of an asset to a person other than the Debtor.

(x) **“Disputed Claim”** means a Claim, or any portion thereof, that is set forth in a filed Proof of Claim (a) that differs in nature, amount or priority from the Bankruptcy Schedules, or (b) that is the subject of an objection filed by the Debtor or any other party-in-interest and which objection has not been withdrawn or overruled by a Final Order of the Bankruptcy Court; provided, however, that with respect to an Administrative Claim, **“Disputed Claim”** means an Administrative Claim that is not an Allowed Claim or a Disallowed Claim.

(y) **“Disputed Claims Reserves”** means the reserve account established pursuant to this Plan.

(z) **“Distribution”** means a distribution of money or property pursuant to the provisions of this Plan.

(aa) **“Distribution Agent”** shall be the person designated by the Debtor to make distributions under the Plan. With respect to all Classes, the Reorganized Debtor shall act as the Distribution Agent.

(bb) **“Distribution Date”** means any date on or after the Effective Date on which distributions of Available Cash should be made pursuant to this Plan.

(cc) **“Effective Date”** means the first Business Day following fourteen days from confirmation of the Plan and on which no stay of the Confirmation Order is in effect and all conditions to the effectiveness of the Plan have been satisfied or waived.

(dd) **“Equity Interest”** means any ownership interest or share in the Debtor (including, without limitation, all options, warrants or other rights to obtain such an interest or share in the Debtor) whether or not transferable, preferred, common, voting, or denominated **“stock”** or a similar security.

(ee) **“Estate”** means, as to each Debtor, the estate created for such Debtor pursuant to section 541 of the Bankruptcy Code.

(ff) **“Estate Causes of Action”** means any and all rights, claims and causes of actions which a Debtor or other appropriate party in interest would be able to assert on behalf of an Estate under applicable state or federal common law, any state or federal statute or the avoidance statutes of chapter 5 of the Bankruptcy Code, including actions under one or more of the provisions of Bankruptcy Code §§ 506, 542-551 and 553.

(gg) **“Exculpated Party”** or **“Exculpated Parties”** means the Debtor and their agents, officers, directors, managers, employees, representatives, attorneys, advisors affiliates, shareholders, or members, or any of their successors or assigns

(hh) **“Executory Contract”** means, collectively, **“executory contracts”** and **“unexpired leases”** of the Debtor as of the Petition Date, as such terms are used in section 365 of the Bankruptcy Code.

(ii) **“Final Decree”** means the final decree entered by the Bankruptcy Court on or after the Effective Date pursuant to Bankruptcy Rule 3022.

(jj) **“Final Order”** means an order or judgment (a) as to which time to appeal, petition for certiorari or move for re-argument or rehearing has expired and as to which no appeal, petition for certiorari, or other proceeding for re-argument or rehearing shall then be pending; or (b) in the event an appeal, writ of certiorari, or motion for re-argument or rehearing has been filed or sought, such order or judgment shall have been affirmed by the highest court to which such order or judgment was appealed, or certiorari has been denied, or from which a motion for re-argument or rehearing was sought, and the time to take any further appeal, petition for certiorari, or move for re-argument or rehearing shall have expired; provided, however, that no order or judgment shall fail to be a Final Order solely because of the filing or pendency of a motion pursuant to Rule 60 of the Federal Rules of Civil Procedure unless such motion shall have been filed within ten (10) days of the entry of the order or judgment at issue.

(kk) **“General Unsecured Claim”** means any Claim that is not an Administrative Claim, a Priority Claim, a Priority Tax Claim, a Secured Claim, or a Convenience Class Claim and shall include any Claim arising from the rejection of an Executory Contract pursuant to 11 U.S.C. § 365.

(ll) **“Governmental Unit”** means a governmental unit as such term is defined in section 101(27) of the Bankruptcy Code.

(mm) **“Lien”** means a valid and enforceable lien, mortgage, security interest, pledge, charge, encumbrance, or other legally cognizable security device of any kind.

(nn) **“Notice Parties”** means the Debtor, the Debtor’ counsel, and all persons requesting notice in the Bankruptcy Case.

(oo) **“Ordinary Course of Business”** shall have the meaning provided under 11 U.S.C. § 363 and judicial interpretations thereof.

(pp) **“Person”** means and includes natural persons, corporations, limited partnerships, general partnerships, joint ventures, trusts, land trusts, business trusts, unincorporated organizations, or other legal entities, irrespective of whether they are governments, agencies or political subdivisions thereof.

(qq) **“Petition Date”** means December 30, 2021.

(rr) **“Plan”** means this Chapter 11 Plan, either in its present form or as it may be altered, amended or modified from time to time in accordance with the provisions of the Bankruptcy Code and the Bankruptcy Rules.

(ss) **“Plan Supplement”** means all documents, forms, lists, and agreements contemplated under the Plan to effectuate the terms and conditions hereof.

(tt) **“Post-Petition Tax Claims”** has the meaning set forth in Section 4.1(c)(iii).

(uu) **“Priority Claim”** means a Claim entitled to priority in payment under section 507(a) of the Bankruptcy Code, excluding any Claim that is an Administrative Claim or a Priority Tax Claim.

(vv) **“Priority Tax Claim”** means a Claim entitled to priority in payment under section 507(a)(8) of the Bankruptcy Code.

(ww) **“Pro Rata Share”** means, with respect to any distribution to a Class under this Plan, as of any particular Distribution Date, proportionate sharing pursuant to which (a) the ratio that the cumulative amount of all funds distributed or reserved on account of each Claim in such Class bears to the amount of such Claim is equal to (b) the ratio that the cumulative amount distributed or reserved on account of all Claims in such Class bears to the total amount of all Claims in such Class that are entitled to receive a distribution or against which a reserve is required to be made.

(xx) **“Professional”** means any Person employed or to be compensated pursuant to sections 327, 328, 330, 331, 503(b), or 1103 of the Bankruptcy Code.

(yy) **“Professional Claim”** means a Claim by a Professional for compensation and/or reimbursement of expenses pursuant to sections 327, 328, 330, 331, 503(b) or 1103 of the Bankruptcy Code in connection with an application made to the Bankruptcy Court in the Bankruptcy Cases.

(zz) **“Reserved Causes of Action”** means those claims and causes of action specified in the Disclosure Statement as constituting Reserved Causes of action.

(aaa) **“Schedules”** means the Schedules and Statement of Financial Affairs filed by the respective Debtor with the clerk of the Bankruptcy Court pursuant to Bankruptcy Rule 1007, as they have been or may be amended or supplemented from time to time in accordance with Bankruptcy Rule 1009.

(bbb) “**Secured Claim**” means any Claim or portion thereof against the Debtor that is reflected in a proof of Claim or otherwise asserted as secured by a perfected Security Interest in, or Lien on, any property of one or both of the Debtor, or the net proceeds from the sale of such property, in which a Debtor has an interest, to the extent of the value, as of the Petition Date (or such other date as is established by the Bankruptcy Court) of such security interest or Lien as determined by a non-appealable Final Order pursuant to section 506 of the Bankruptcy Code or as otherwise agreed in writing by the holder of such Claim and (i) a Debtor (if such agreement is effectuated prior to the Effective Date), or (ii) a Setoff Claim.

(ccc) “**Security Interest**” has the meaning ascribed to such term in section 101(51) of the Bankruptcy Code.

(ddd) “**Senior in Priority**” means, as to any of the following Classes or categories of unsecured Claims, classes or categories that have a higher priority, in the following descending order: (a) first, Administrative Claims; (b) Third, Priority Tax Claims; and (c) third, General Unsecured Claims.

(eee) “**Substantial Consummation**” means the accomplishment of the transactions required under Article VII of this Plan, in accordance with Bankruptcy Code § 1101(2).

(fff) “**Trust Fund Taxes**” means the amount of taxes that the Debtor is required to remit to a governmental authority for which the non-payment would create personal liability for an individual.

ARTICLE III. DESIGNATION OF CLAIMS AND INTERESTS

3.1 Summary.

(a) Pursuant to Bankruptcy Code section 1122, a Claim or Equity Interest is placed in a particular Class for purposes of voting on this Plan and receiving Distributions under this Plan only to the extent (i) the Claim or Equity Interest qualifies within the description of that Class; and (ii) the Claim or Equity Interest is an Allowed Claim or Allowed Equity Interest in that Class.

(b) A Claim or Equity Interest which is not an Allowed Claim or Allowed Equity Interest is not in any Class, and notwithstanding anything to the contrary contained in this Plan, no Distribution shall be made on account of any Claim or Equity Interest which is not an Allowed Claim or Allowed Equity Interest.

3.2 Identification of Classes.

- 1) Class I: Administrative
- 2) Class II: Priority Tax/Secured Claims
- 3) Class III: Priority Non-Tax Claims
- 4) Class IV: Allowed General Unsecured Claims
- 5) Class V: Allowed Convenience Class Claims.
- 6) Class VI: Equity Interests

3.3 Identification of Impaired and Unimpaired Classes.

All classes of claims are impaired except Class I and II.

3.4 Impaired Classes Entitled to Vote.

All classes of claims are entitled to vote except Classes I and II.

3.5 Impaired Classes Not Entitled to Vote.

Class VI.

3.6 Controversy Concerning Classification, Impairment or Voting Rights.

In the event a controversy or dispute should arise involving issues related to the classification, impairment or voting rights of any Creditor or Claimant under this Plan, whether before or after the Confirmation Date, the Bankruptcy Court may, after notice and a hearing, determine such controversy. Without limiting the foregoing, the Bankruptcy Court may estimate for voting purposes (i) the amount of any contingent or unliquidated Claim, the fixing or liquidation of which, as the case may be, would unduly delay the administration of these Bankruptcy Cases; and (ii) any right to payment arising from an equitable remedy for breach of performance. In addition, the Bankruptcy Court may, in accordance with section 506(b) of the Bankruptcy Code, conduct valuation hearings to determine the Allowed amount of any Secured Claim. Any class not occupied at the time of the Confirmation hearing shall be deemed eliminated.

**ARTICLE IV.
PROVISIONS RELATED TO CERTAIN ADMINISTRATIVE CLAIMS**

4.1 Administrative Claims.

(a) **General:** Subject to the subsection 4.1(c), unless otherwise agreed to by such holder, on each Distribution Date, each holder of an Allowed Administrative Claim shall receive from the Distribution Agent an amount equal to the (1) Allowed Administrative Claim or (2) such amount as may be agreed to between the holder of such claim and the Debtor.

(b) **Payment of Statutory Fees:** All fees payable pursuant to 28 U.S.C. §1930 shall be paid in cash, when due.

(c) **Bar Date for Administrative Claims:**

(i) **General Provisions:** Except as otherwise provided in this Article IV, requests for payment of Administrative Claims must be included within a motion or application and filed no later than thirty (30) days after the Effective Date or by such earlier deadline governing a particular Administrative Claim contained in an order of the Bankruptcy Court entered before the Effective Date. Holders of Administrative Claims who do not file such requests by the applicable bar date specified in this subsection shall be forever barred from asserting such Claims against the Debtor or any of their respective property. Requests for payment

of Administrative Claims included within a proof of claim are of no force and effect, and are disallowed in their entirety as of the Confirmation Date unless such Administrative Claim is subsequently filed in a timely fashion as provided herein.

(ii) **Professionals:** All professionals or other entities requesting compensation or reimbursement of expenses pursuant to sections 327, 328, 330, 331, 503(b) and 1103 of the Bankruptcy Code for services rendered before the Effective Date (including, without limitation, any compensation requested by any professional or any other entity for making a substantial contribution in the Debtor's Bankruptcy Cases) shall file and serve on the Notice Parties an application for final allowance of compensation and reimbursement of expenses no later than forty-five (45) days after the Effective Date. Objections to applications of professionals for compensation or reimbursement of expenses must be filed and served on the Notice Parties and the professionals to whose application the objections are addressed no later than twenty-one (21) days after the date on which the application for allowance is served.

(iii) **Post-Petition Tax Claims:** All requests for payment of Administrative Claims and other Claims by a Governmental Unit for taxes (and for interest and/or penalties related to such taxes) for any tax year or period, which accrued or were assessed within the period from and including the Petition Date through and including the Effective Date ("**Post-Petition Tax Claims**") and for which no bar date has otherwise been previously established, must be filed on or before the later of (i) forty-five (45) days following the Effective Date; and (ii) ninety (90) days following the filing with the applicable Governmental Unit of the tax return for such taxes for such tax year or period. Any holder of any Post-Petition Tax Claim that is required to file a request for payment of such taxes and does not file such a Claim by the applicable bar date shall be forever barred from asserting any such Post-Petition Tax Claim against the Debtor or their property, whether any such Post-Petition Tax Claim is deemed to arise prior to, on, or after the Effective Date.

ARTICLE V.

CLASSIFICATION AND TREATMENT OF CLASSIFIED CLAIMS AND INTERESTS

5.1 Classified Claims.

5.1.1 Class I – Administrative Claims. Each holder of an Allowed Administrative Claim shall receive from the Debtor with respect to such Allowed Claim, either (i) the amount of such Allowed Claim from the Debtor, in one (1) cash payment on the later of (a) the Effective Date, (b) the date that is sixty (60) days after a request for payment of the Claim is filed, (c) the date that is twenty (20) days after the Claim becomes an Allowed Claim; or (ii) such other treatment as may be agreed upon in writing by such holder; provided, however, that an Allowed Administrative Claim representing a liability incurred in the ordinary course of business shall be paid by the Debtor upon presentment or otherwise in accordance with the terms of the particular transaction and any agreements relating thereto. This Class is unimpaired.

5.1.2 Class II – Priority Tax/Secured Claims. Each holder of a Class II Secured Tax Claim, if any exist, shall receive payment of its Allowed Claim, in full, within sixty (60) months from the Petition Date, with statutory interest accruing from the Petition Date, in equal monthly payments beginning sixty (60) days from the Effective Date. If the Reorganized Debtor sells the

Brownwood Facility, the remaining amounts of all Priority Tax/Secured Claims shall be paid from the proceeds, with any deficiency paid over the remaining months of the 60-month term.

Lien for Trust Fund Taxes. Any state or federal tax authority that holds an Allowed Claim for Trust Fund Taxes shall hold, as of the Effective Date, a lien against the Brownwood Facility for unpaid Trust Fund Taxes until such time as the Allowed Claim for such Trust Fund Taxes is paid. Any beneficiary of such a lien shall not be entitled to enforce, or foreclose such lien unless the Debtor defaults under this Plan, and the default remains uncured, pursuant to the provisions of this Plan. The Reorganized Debtor shall have the right to sell the Brownwood Facility free and clear of such lien so long as all proceeds from the sale, net of usual and typical closing costs, are paid to satisfy the unpaid Trust Fund Taxes, even if such Allowed Claim for Trust Fund Taxes are not fully satisfied.

5.1.3 Class III - Allowed Priority Non-Tax Claims. Allowed Priority Non-Tax Claims will be paid in full over sixty (60) months in equal monthly amounts.

5.1.4 Class IV - Allowed General Unsecured Claims. Holders of Allowed General Unsecured Claims will receive pro-rata distributions representing ten percent (10%) of their Allowed Claim, paid in equal quarterly installments over a forty-eight (48) month period beginning September 30, 2022. In addition, Holders of Allowed General Unsecured Claims will receive pro-rata distributions of 10% of proceeds received from the prosecution, sale or settlement of the Reserved Claims, net of attorneys' fees and costs paid by the Reorganized Debtor or related parties in connection with the prosecution of such claims. The Reorganized Debtor shall have the right to dispose of, sell, abandon or compromise the Reserved Claims in the exercise of its business judgment. This Class is impaired.

5.1.5 Class V – Allowed Convenience Class Claims. Holders of Allowed General Unsecured Claims whose claims are at or below \$500.00, or any other Allowed General Unsecured Claim which elects to be treated as an Allowed Convenience Class Claim, will receive 100% of their Allowed Claim in two (2) equal monthly payments on the 60th and 90th day following the Effective Date. This Class is impaired.

5.1.6 Class VI - Equity Interests. Existing Equity Interests shall be canceled, and new equity interests (i.e. limited partnership interests) shall be issued to Brian Alphonso [67%] and Charles Hinkle [32%], or entities designated by them prior to the Confirmation Hearing, in return for cancellation of all indebtedness owed to each of them, Alphonso Energy, LLC and/or Nestor Outcomes, LLC (other than the Post-Petition amounts provided by Alphonso Energy LLC and Glorious Splendor, LLC, entities owned by Brian Alphonso). The general partner shall hold a 1% limited partnership interest in the Reorganized Debtor.

5.1.7 Payments to U.S. Trustee. Debtor shall make the payments and file all reports required by 28 U.S.C. § 1930(a)(6) until the Bankruptcy Case is closed, converted or dismissed.

ARTICLE VI

TREATMENT OF EXECUTORY CONTRACTS AND UNEXPIRED LEASES

6.1 Assumption or Rejection of Executory Contracts and Unexpired Leases.

On the Effective Date, except as otherwise provided in the Plan and/or designated in a List of Contracts to be Assumed (the “**Assumption List**”) filed twenty-one (21) days prior to the date of the Confirmation Hearing, any unexpired lease or executory contract that has not been previously assumed or rejected by the Debtor pursuant to an order of the Bankruptcy Court (including any distribution agreement) shall be deemed rejected by the Debtor under Sections 365(a) and 1123 of the Bankruptcy Code, other than those executory contracts and unexpired leases that are (a) identified in the Plan or the Assumption List or (b) subject to a motion to assume that is pending on the Effective Date. Entry of the Confirmation Order shall constitute approval of such assumptions, and the rejection of the executory contracts or unexpired leases. Any motions to assume executory contracts and unexpired leases pending on the Effective Date shall be subject to approval by the Bankruptcy Court on or after the Effective Date by a Final Order.

6.2 Objections to Assumption and Assignments of Executory Contracts and Unexpired Leases.

To the extent that any party to an executory contract or unexpired lease identified for assumption, or any other party in interest, (a) asserts arrearages or damages pursuant to § 365(b)(1) of the Bankruptcy Code in an amount different from the amount, if any, set forth in Exhibit C, (b) has any objection to the proposed adequate assurance of future performance, if required, or (c) has any other objection to the proposed assumption, cure, or assignment of a particular executory contract or unexpired lease on the terms and conditions provided for herein, all such asserted arrearages and any other objections shall be filed and served within the same deadline and in the same manner established for filing objections to Confirmation.

Failure to assert any arrearages different from the amount set forth in the Assumption List, or to file an objection within the time period set forth above, shall constitute consent to the assumption, cure, and assignment on the terms provided for herein, including acknowledgment that (a) the Debtor (or its assignee) has provided adequate assurance of future performance, if required, (b) the amount identified for “**cure**,” if any, is the amount necessary to compensate for any and all outstanding defaults or actual pecuniary loss under the executory contract or unexpired lease to be assumed, and (c) no other defaults exist under such executory contract or unexpired lease.

If an objection to assumption and assignment is filed based upon lack of adequate assurance of future performance or otherwise, and the Court determines that the Debtor cannot assume the executory contract or unexpired lease either as proposed or as may be proposed pursuant to a modified proposal submitted by the Debtor, then the unexpired lease or executory contract shall automatically thereupon be deemed to have been rejected.

6.3 Payments Related to Assumption of Executory Contracts and Unexpired Leases.

Any monetary defaults, including claims for actual pecuniary loss, under each executory contract and unexpired lease to be assumed under the Plan shall be satisfied, pursuant to Section 365(b)(1) of the Bankruptcy Code, by payment of the cure amount, if any, as otherwise agreed by the parties, or as ordered by the Bankruptcy Court in Cash within 90 days following the Effective Date, or on such other terms as may be agreed to by the parties to such executory contract or unexpired lease. In the event of a dispute regarding (a) the amount of any cure or pecuniary loss payment, (b) the ability of Reorganized Debtor to provide adequate assurance of future performance under the contract or lease to be assumed, if required, or (c) any other matter pertaining to assumption, the cure or pecuniary loss payments required by § 365(b)(1) of the Bankruptcy Code shall be made within a reasonable time following entry of a Final Order resolving the dispute and approving assumption.

6.4 Bar Date for Rejection Damages.

If the rejection of an executory contract or unexpired lease pursuant to Article VI of the Plan gives rise to a Claim by the other party or parties to such contract or lease, such Claim, to the extent that it is timely filed and is a Allowed Claim, shall be classified in Class VII; provided, however, that the Unsecured Claim arising from rejection shall be forever barred and shall not be enforceable against a Debtor, Reorganized Debtor, its successor or properties, unless a proof of Claim is filed and served on the Reorganized Debtor within 30 days after the date of the notice of the entry of an order of the Bankruptcy Court authorizing rejection of the executory contract or unexpired lease, which order may be the Confirmation Order.

6.5 No Admission.

The listing by the Debtor of any contract or lease as an “**executory contract**” cannot be construed as an admission that such contract or lease is actually an executory contract under 11 U.S.C. §365 and shall not be a binding admission against the Debtor or Reorganized Debtor.

6.6 Rejection of Executory Contracts.

Any and all Executory Contracts of the Debtor which, as of the Effective Date, have not been assumed or rejected, shall be deemed rejected. Any Claim arising out of the rejection of an Executory Contract shall be filed and served on counsel for the Debtor within thirty (30) days from the Effective Date. Any such Claims not filed by such date shall be discharged and forever barred. All creditors and parties in interest shall be authorized to file an objection to any proof of Claim based on the rejection of an Executory Contract pursuant to this Plan. The objection to any such proof of Claim shall be filed not later than one hundred and twenty days (120) after the Effective Date. Each Allowed Claim arising from the rejection of an Executory Contract shall be treated as an Allowed Class III General Unsecured Claim.

ARTICLE VII. CONDITIONS PRECEDENT

7.1 Conditions Precedent to Confirmation.

This Plan shall not be confirmed unless and until the Bankruptcy Court has entered the Confirmation Order in a form and substance satisfactory to the Debtor in their sole discretion.

7.2 Conditions Precedent to Effective Date.

This Plan shall not become effective and operative unless and until the Effective Date occurs. The Effective Date shall occur after the following conditions have been satisfied; provided, however, that the Debtor in their sole discretion may waive any or all of the following conditions, whereupon the Effective Date shall occur without further action by any Person:

(a) the Confirmation Order shall have been entered by the Bankruptcy Court and shall not be subject to a stay; and

(b) the Bankruptcy Court shall have determined that the Debtor are duly authorized to take actions contemplated in the Plan; and

(c) all other agreements contemplated by, or entered into pursuant to the Plan, shall have been duly and validly executed and delivered by the parties thereto and all conditions to their effectiveness shall have been satisfied or waived.

ARTICLE VIII. PROVISIONS GOVERNING DISTRIBUTIONS

8.1 Distributions Generally.

Distributions contemplated by the Plan shall be made by the Reorganized Debtor to all Allowed Secured Claims, all holders of executory contracts and unexpired leases assumed under Article VI and all Allowed Administrative Claims.

8.2 Distributions on Disputed Claims.

In the event of a Distribution to holders of Claims in a class or category in which there exist any Disputed Claims, the Reorganized Debtor shall not be required to make a Distribution until the disputed Claim becomes an Allowed Claim.

8.3 Delivery of Distributions.

Subject to Bankruptcy Rule 9010, distributions to holders of Allowed Claims will be made by mail (1) at the address of each such holder as set forth on the proofs of claim filed by such holders, or (2) at the address reflected in the Schedules filed by the Debtor if no proof of claim is filed. If any Distribution is returned as undeliverable, the Reorganized Debtor shall use reasonable efforts to determine such Claimant's then current address. After reasonable efforts, if the Reorganized Debtor still cannot determine such Claimant's then-current address, no further

Distributions shall be made to such Claimant unless and until they are notified of such Claimant's then-current address. If the current address of a Claimant entitled to a Distribution has not been determined within six (6) months of the date on which the Distribution was first attempted to be made, then such Claimant: (i) shall no longer be a Claimant; and (ii) shall be deemed to have released such Claim.

8.4 Uncashed Checks.

Checks issued in respect of Allowed Claims will be null and void if not negotiated within ninety (90) days after the date of issuance thereof, and such Claimant will forfeit its right to such Distribution. In no event shall any funds escheat to the State of Texas.

8.5 Compliance with Tax Requirements.

In connection with this Plan, to the extent applicable, the Distribution Agent shall comply with all withholding and reporting requirements imposed on it by any Governmental Unit, and all Distributions pursuant to this Plan shall be subject to such withholding and reporting requirements.

ARTICLE IX. PROVISIONS FOR THE RESOLUTION OF OBJECTIONS TO CLAIMS AND EQUITY INTERESTS

9.1 Objections to Claims or Equity Interests.

Notwithstanding the occurrence of the Effective Date, and except as to any Claim that has been Allowed before the Effective Date including any order of the Bankruptcy Court pursuant to §506 of the Bankruptcy Code, only the Reorganized Debtor may object to the Allowance of any Claim against the Debtor or seek estimation of any Claim on any grounds permitted by the Bankruptcy Code. All objections to Claims must be brought by filing the appropriate pleading in the Bankruptcy Court before the first Business Day that is 60 days after the Effective Date, but the Bankruptcy Court may approve a later date on the Reorganized Debtor's motion filed (but not necessarily heard) before the first Business Day that is 60 days after the Effective Date. Debtor may contest the amount of attorney's fees and interest sought by any creditor. ***Debtor reserves the right to object to or seek estimation of any claims. A VOTE FOR THE PLAN WILL NOT EXCULPATE OR EXCLUDE ANY CLAIMANT FROM HAVING ITS CLAIM OBJECTED TO OR BE DEEMED AN ALLOWANCE OF SUCH CLAIM.***

Prior to the expiration of thirty (30) days from the date of service of the objection, the Claimant whose Claim or Equity Interest was the subject of the objection must file with the Bankruptcy Court and serve a response to the objection upon the party who filed such objection, and the Debtor. Failure to file and serve such a response within the thirty (30) days shall cause the Bankruptcy Court to grant the relief requested in the objection.

9.2 Amendments to Claims; Claims filed After the Confirmation Date.

Except as otherwise provided in this Plan, a Claim may not be filed with the Bankruptcy Court or amended after the Confirmation Date without the prior authorization of the Bankruptcy Court. Except as otherwise provided in this Plan, any new or amended Claim filed without the

prior approval of the Bankruptcy Court after the Confirmation Date shall be deemed disallowed in full and expunged without any action by any person.

ARTICLE X. MEANS FOR IMPLEMENTING PLAN

On the Effective Date, all of the Debtor's property will re-vest in the Reorganized Debtor. All Cash necessary for the Reorganized Debtor to make payments pursuant to the Plan shall be obtained from operations of the Debtor and, potentially, a sale of the Brownwood Facility. Reorganized Debtor may issue additional equity and/or limited partnership interests as deemed reasonable and necessary in the exercise of its business judgment. Reorganized Debtor shall have full and complete authority to prosecute, settle, compromise, sell or abandon the Reserved Claims and other causes of action as it deems appropriate in its business judgment.

10.1 Sources of Payments.

Payments under this Plan will be made from a combination of money generated from the pre and post-confirmation operations of the Reorganized Debtor, the sale of the Brownwood Facility (if sold), the proceeds of Reserved Causes of Action and, in the discretion of the Reorganized Debtor, additional equity and/or limited partnership interests as deemed reasonable and necessary in the exercise of its business judgment.

10.2 Effect on Mutual Release and Settlement Agreement.

Nothing contained herein shall amend or alter the terms of that "Mutual Release and Settlement Agreement" approved by the Bankruptcy Court by Order dated April 27, 2022 [Dkt. 120].

ARTICLE XI. EFFECT OF REJECTION BY ONE OR MORE CLASSES

11.1 Impaired Classes to Vote.

Each impaired class shall be entitled to vote separately to accept or reject this Plan. A holder of a Disputed Claim which has not been temporarily allowed for purposes of voting on this Plan may vote only in an amount equal to the portion, if any, of such Claim shown as fixed, liquidated, and undisputed in the applicable Debtor's Schedules. The Debtor reserve the right to request that the Bankruptcy Court estimate the amount of any Claim for purposes of voting on the Plan.

11.2 Acceptance by Class.

A class of Claims shall have accepted this Plan if this Plan is accepted by at least two thirds (2/3) in amount and more than one half (1/2) in number of the Allowed Claims of such class that have voted to accept or reject this Plan.

11.3 Reservation of Cramdown Rights.

In the event that any impaired class shall fail to accept this Plan in accordance with section 1129(a) of the Bankruptcy Code, the Debtor reserve the right to request that the Bankruptcy Court confirm this Plan in accordance with the provisions of the section 1129(b) of the Bankruptcy Code.

ARTICLE XII. EFFECT OF CONFIRMATION

12.1 Generally.

As of the Confirmation Date, this Plan shall be binding upon the Debtor, all Claimants, and all other Persons who are affected in any manner by this Plan, subject to the occurrence of the Effective Date and the satisfaction or waiver of the conditions set forth in Article VII.

12.2 Property.

All property of the Estate will vest in the Reorganized Debtor on the Effective Date.

ARTICLE XIII. RETENTION OF JURISDICTION

13.1 Exclusive Bankruptcy Court Jurisdiction.

Notwithstanding the entry of the Confirmation Order or the occurrence of the Effective Date, the Bankruptcy Court shall retain and have such jurisdiction over the Bankruptcy Case as is legally permissible, including, without limitation, for the following purposes:

(a) To allow, disallow, determine, liquidate, classify or establish the priority or secured or unsecured status of, or to estimate, any Claim or Equity Interest, including, without limitation, resolution of any request for payment of any Administrative Claim and the resolution of any and all objections to the allowance or priority of claims or interests;

(b) To determine any and all applications or motions pending before the Bankruptcy Court on the Effective Date of this Plan, including, without limitation, any motions for the rejection, assumption or assumption and assignment of any Executory Contract;

(c) To ensure that Distributions to holders of Allowed Claims are accomplished pursuant to the provisions of this Plan;

(d) Except as otherwise provided in this Plan, to enter orders approving any requests for compensation for professional services rendered and costs incurred in connection with these bankruptcy proceedings or in connection with this Plan and incident to these bankruptcy proceedings;

(e) To determine all controversies, suits and disputes that may arise in connection with the interpretation, enforcement or consummation of this Plan or any person's obligations in connection with this Plan;

(f) To consider and act upon the compromise and settlement of any claim or cause of action by or against the Debtor;

(g) To decide or resolve any and all applications, motions, adversary proceedings, contested or litigated matters, and any other matters, or grant or deny any applications involving a Debtor that may be pending on the Effective Date or that may be brought by the Debtor after the Effective Date, including claims arising under Chapter 5 of the Bankruptcy Code;

(h) To issue orders in aid of execution and implementation of this Plan to the extent authorized by 11 U.S.C. § 1142 or provided by the terms of this Plan;

(i) To decide issues concerning the federal or state tax liability of the Debtor which may arise in connection with the confirmation or consummation of this Plan; and

(j) To enter an order closing the Bankruptcy Case.

13.2 Limitation on Jurisdiction.

In no event shall the provisions of this Plan be deemed to confer the Bankruptcy Court jurisdiction greater than that established by the provisions of 28 U.S.C. §§ 157 and 1334.

ARTICLE XIV. MISCELLANEOUS PROVISIONS

14.1 Effectuating Documents and Further Transactions.

The Debtor and, after the Effective Date, Reorganized Debtor is authorized, required and directed to execute, deliver, file or record such contracts, instruments, releases, indentures and other agreements or documents and take such actions as may be reasonably necessary or appropriate to effectuate, implement and consummate the Plan without any further evidence of the terms and conditions of the Plan, the Reorganized Debtor will be heretofore and without any further need of court orders deemed to be authorized to execute any of the aforesaid documents or agreements or to take any of the aforementioned steps to confirm, implement and consummate the Plan. The Plan will be binding upon the Debtor, the holders of Claims, and the holders of Equity Interests; and the Court may issue such orders in aid of consummation of the Plan under sections 105 and 1142 of the Bankruptcy Code.

14.2 Severability.

In the event that the Bankruptcy Court determines, prior to the Confirmation Date, that any provision in the Plan is invalid, void or unenforceable, such provision shall be invalid, void or unenforceable with respect to the holder or holders of such Claims or Equity Interests as to which the provision is determined to be invalid, void or unenforceable. The invalidity, voidness or unenforceability of any such provision shall in no way limit or affect the enforceability and operative effect of any other provision of the Plan.

14.3 Final Allowance.

Notwithstanding anything contained above, all distributions to Classes under this Plan will only be made after the creditors in said Classes have their Claims fully fixed and allowed by the Court. However, objections on claims in one Class will not preclude distribution to creditors in other Classes where no disputes exist regarding Claims in the other Classes.

14.4 Consummation.

Upon the execution of the agreements and documents contemplated by this Plan and the commencement of payments, the Plan shall be deemed consummated, and this case shall be closed. Until substantial consummation occurs, the Debtor may move for and be granted modifications of this Plan.

14.5 Distribution Agent.

The Reorganized Debtor shall act as disbursing agent under the Plan as provided herein. The rights and duties of the Debtor shall be transferred to the Reorganized Debtor after Confirmation, so that the Debtor will receive all rights for the Debtor and be imbued and granted all the rights of a trustee in bankruptcy to pursue causes of action after Confirmation.

14.6 Exemption from Certain Transfer Taxes and Recording Fees.

Pursuant to section 1146(a) of the Bankruptcy Code, any transfers from the Debtor, or any agreement regarding the transfer of title to or ownership of any of the Debtor's real or personal property, will not be subject to any document recording tax, stamp tax, conveyance fee, sales tax, intangibles or similar tax, mortgage tax, stamp act, real estate transfer tax, mortgage recording tax, Uniform Commercial Code filing or recording fee, or other similar tax or governmental assessment, and the Confirmation Order will direct the appropriate state or local governmental officials or agents to forego the collection of any such tax or governmental assessment and to accept for filing and recordation any of the forgoing instruments or other documents without the payment of any such tax or governmental assessment.

14.7 Further Authorization.

The Debtor shall be entitled to seek such orders, judgments, injunctions, and rulings as they deem necessary to carry out the intentions and purposes, and to give full effect to the provisions, of this Plan.

14.8 Means of Cash Payment.

Payments of Cash made pursuant to this Plan shall be made, at the option and sole discretion of the Debtor, by checks drawn on, or wire transfer from, a domestic bank selected by the Debtor.

14.9 Setoffs.

The Debtor may, pursuant to applicable law, but shall not be required to, set off against any Claim the payments or other distributions to be made pursuant to this Plan in respect of such Claim, claims of any nature whatsoever that the Debtor or the Debtor may have against the holder of such Claim; provided, however, that neither the failure to do so nor the allowance of any Claim hereunder shall constitute a waiver or release by the Debtor of any such claim that the Debtor or the Debtor may have against such holder.

14.10 Exculpation; Limitation of Liability; and Releases

None of the Debtor, Reorganized Debtor, its counsel, or any other party in interest, or any of their respective members or former partners, general partners, members, agents, employees, representatives, financial advisors, attorneys or affiliates, or any of their successors or assigns, shall be liable to any party who was served with a copy of the confirmation order prior to its entry by the Bankruptcy Court for any act or omission in connection with, relating to or arising out of the Chapter 11 Case, the negotiation and pursuit of confirmation of the Plan, the consummation of the Plan or the administration of the Plan (the “**Chapter 11 Activities**”), except for their acts or omissions constituting willful misconduct or gross negligence, as finally determined by a court of competent jurisdiction, and in all respects are entitled to reasonably rely upon the advice of counsel with respect to their duties and responsibilities in connection with the Chapter 11 Activities. No holder of a Claim, or any other party in interest, including their respective agents, employees, representatives, financial advisors, attorneys or affiliates, have any right of action against the Debtor, the Reorganized Debtor, their counsel, for any act or omission in connection with the Chapter 11 Activities, except for their acts or omissions constituting willful misconduct or gross negligence as finally determined by a court of competent jurisdiction. Nothing herein shall be construed to release any person or entity **except as may be specifically provided in this Plan**, from liability to third parties for prepetition conduct or claims, and such claims are fully retained for the purpose of this Plan.

14.11 Default.

Any person or entity asserting the existence of a default by the Reorganized Debtor of any provision of this Plan, including but not limited to payment default shall provide written notice of such asserted default to the Reorganized Debtor and its counsel by certified mail and e-mail, and the Reorganized Debtor shall have twenty (20) days to cure the alleged default or file a motion seeking relief from this Court.

14.12 Amendment or Modification of This Plan.

Subject to section 1127 of the Bankruptcy Code and, to the extent applicable, sections 1122, 1123 and 1125 of the Bankruptcy Code, the Debtor reserve the right to alter, amend, or modify this Plan at any time prior to or after the Confirmation Date, including, without limitation the right to withdraw the Plan. A holder of a Claim that has accepted this Plan shall be deemed to have accepted this Plan, as altered, amended or modified, if the proposed alteration, amendment or modification does not materially and adversely change the treatment of the Claim of such holder.

14.13 Severability of Plan Provisions.

If, prior to the Confirmation Date, any term or provision of this Plan is determined by the Bankruptcy Court to be invalid, void, or unenforceable, the Bankruptcy Court shall have the power, upon the request of the Debtor to alter and interpret such term or provision to make it valid or enforceable to the maximum extent practicable, consistent with the original purpose of the term or provision held to be invalid, void, or unenforceable, and such term or provision shall then be applicable as altered or interpreted. Notwithstanding any such holding, alteration, or interpretation, the remainder of the terms and provisions of this Plan shall remain in full force and effect and shall in no way be affected, impaired, or invalidated by such holding, alteration, or interpretation. The Confirmation Order shall constitute a judicial determination that each term and provision of this Plan, as it may have been altered or interpreted in accordance with the foregoing, is valid and enforceable pursuant to its terms.

14.14 Revocation, Withdrawal, or Non-Consummation.

The Debtor reserves the right to revoke or withdraw this Plan at any time prior to the Confirmation Date and to file other plans of reorganization. If the Debtor revokes or withdraws this Plan, or if Confirmation or consummation of this Plan does not occur, then (i) this Plan shall be null and void in all respects, (ii) any settlement or compromise embodied in this Plan (including the fixing or limiting to an amount any Claim or Class of Claims or any release contemplated hereby), assumption of executory contracts or leases effected by this Plan, and any document or agreement executed pursuant to this Plan, and no acts taken in preparation for consummation of this Plan, shall (A) constitute or be deemed to constitute a waiver or release of any Claims by or against, or any Equity Interests in, the Debtor or any other person, (B) prejudice in any manner the rights of the Debtor or any person in any further proceedings involving the Debtor, or (C) constitute an admission of any sort by the Debtor or any other person.

14.15 Due Authorization by Claimants.

Each and every Claimant who elects to participate in the Distributions provided for herein warrants that such Claimant is authorized to accept, in consideration of its Claim against the Debtor, the Distributions provided for in this Plan, and that there are no outstanding commitments, agreements, or understandings, express or implied, that may or can in any way defeat or modify the rights conveyed or obligations undertaken by the Claimant under this Plan.

14.16 Filing of Additional Documentation.

On or before the Effective Date, the Debtor may file with the Bankruptcy Court such agreements and other documents as may be reasonably necessary or appropriate to effectuate and further evidence the terms and conditions of this Plan. Debtor shall file and serve a notice of the Effective Date within five business days from the Effective Date.

14.17 Governing Law.

Except to the extent the Bankruptcy Code or the Bankruptcy Rules are applicable, the rights and obligations arising under this Plan shall be governed by, and construed and enforced in

accordance with the laws of the State of Texas, without giving effect to the principles of conflicts of law thereof.

14.18 Successors and Assigns.

The rights, benefits and obligations of any person named or referred to in this Plan shall be binding on, and shall inure to the benefit of, any heir, executor, administrator, successor or assign of such person.

14.19 Notices.

Any notice required to be given under this Plan shall be in writing. Any notice that is allowed or required hereunder except for notice of change of address shall be considered complete on the earlier of (a) three (3) days following the date the notice is sent by United States mail, postage prepaid, or by overnight courier service, or in the case of mailing to a non-United States address air mail, postage prepaid, or personally delivered; (b) the date the notice is actually received by facsimile or computer transmission; or (c) three (3) days following the date the notice is sent.

- (a) If to the Debtor, at:

Loadcraft Industries Ltd.
206A Blackburn Street
PO Box 1429
Brady, TX 76825

and to:

Waller, Lansden Dortch & Davis, LLP
Attn: Eric J. Taube, Mark C. Taylor
100 Congress Avenue, 18th Floor
Austin, Texas 78701
E-mail: eric.taube@wallerlaw.com, mark.taylor@wallerlaw.com

- (b) If to the U.S. Trustee, at:

United States Trustee
Western District of Texas, Austin Office
903 San Jacinto, Room 230
Austin, Texas 78701

14.20 U.S. Trustee Fees.

All fees payable pursuant to Section 1930 of title 28 of the United States Code, as determined by the Bankruptcy Court at the hearing pursuant to section 1128 of the Bankruptcy Code, shall be paid on or before the Effective Date. The Reorganized Debtor shall timely file all

post-confirmation reports as required by the U.S. Trustee until this case is closed, converted or dismissed.

14.21 Implementation.

The Debtor and, after the Effective Date, Reorganized Debtor shall take all steps and execute all documents necessary to implement this Plan including but not limited to appropriate releases, purchase and sale agreements, brokerage contracts, deeds and bills of sale necessary to effectuate the provisions contained in this Plan.

14.22 No admission.

Neither the filing of this Plan, nor any statement or provision contained herein, nor the taking by the Debtor of any action to enforce and implement this Plan shall be deemed an admission by the Debtor with respect to any matter set forth herein, including, without limitation, liability on any Claim or Equity Interest or the propriety of the classification of any Claim or Equity Interest.

14.23 Conflicts.

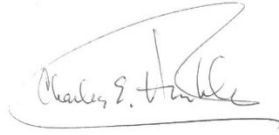
In the event that provisions of the Disclosure Statement and provisions of this Plan conflict, the terms of this Plan shall govern.

[SIGNATURE PAGE FOLLOWS]

Dated: July 11, 2022

Respectfully submitted,

LOADCRAFT INDUSTRIES, LTD.



By: *Charles E. Hinkle*
Its: *CEO*

Respectfully submitted,

WALLER, LANSDEN, DORTCH & DAVIS, LLP

/s/ Mark C. Taylor

Eric J. Taube (Bar No. 19679350)

Mark C. Taylor (Bar No. 19713225)

William R. "Trip" Nix, III (Bar No. 24092902)

100 Congress Avenue, Suite 1800

Austin, Texas 78701

(512) 685-6400

(512) 685-6417 (FAX)

Email: Eric.Taube@wallerlaw.com

Mark.Taylor@wallerlaw.com

Trip.Nix@wallerlaw.com

*Attorneys for the Debtor and
Debtor in Possession*

EXHIBIT D

Preferential Transfers

Fill in this information to identify the case:

Debtor name Loadcraft Industries, Ltd.

United States Bankruptcy Court for the: WESTERN DISTRICT OF TEXAS

Case number (if known) 21-11018

☒ Check if this is an amended filing

Official Form 207

Statement of Financial Affairs for Non-Individuals Filing for Bankruptcy

04/19

The debtor must answer every question. If more space is needed, attach a separate sheet to this form. On the top of any additional pages, write the debtor's name and case number (if known).

Part 1: Income

1. Gross revenue from business

☐ None.

Identify the beginning and ending dates of the debtor's fiscal year, which may be a calendar year

Sources of revenue
Check all that apply

Gross revenue
(before deductions and exclusions)

From the beginning of the fiscal year to filing date:
From 1/01/2021 to **Filing Date**

☒ Operating a business
☐ Other _____

\$3,279,701.00

For prior year:
From 1/01/2020 to 12/31/2020

☒ Operating a business
☐ Other _____

\$4,339,504.00

2. Non-business revenue

Include revenue regardless of whether that revenue is taxable. *Non-business income* may include interest, dividends, money collected from lawsuits, and royalties. List each source and the gross revenue for each separately. Do not include revenue listed in line 1.

☒ None.

Description of sources of revenue

Gross revenue from each source
(before deductions and exclusions)

Part 2: List Certain Transfers Made Before Filing for Bankruptcy

3. Certain payments or transfers to creditors within 90 days before filing this case

List payments or transfers--including expense reimbursements--to any creditor, other than regular employee compensation, within 90 days before filing this case unless the aggregate value of all property transferred to that creditor is less than \$6,825. (This amount may be adjusted on 4/01/22 and every 3 years after that with respect to cases filed on or after the date of adjustment.)

☐ None.

Creditor's Name and Address

Dates

Total amount of value

Reasons for payment or transfer
Check all that apply

3.1. **Hydradyne, LLC**
2909 Speight Ave
Waco, TX 76711

Various between 10/6/21 and 12/2/21

\$58,620.40

☐ Secured debt
☐ Unsecured loan repayments
☒ Suppliers or vendors
☐ Services
☐ Other _____

Debtor **Loadcraft Industries, Ltd.**

Case number (if known) **21-11018**

Creditor's Name and Address	Dates	Total amount of value	Reasons for payment or transfer <i>Check all that apply</i>
3.2. Rig Pro Inc. 2200 North Hwy 135 Kilgore, TX 75662	Various between 10/22/21 and 12/21/21	\$51,363.18	<input type="checkbox"/> Secured debt <input type="checkbox"/> Unsecured loan repayments <input type="checkbox"/> Suppliers or vendors <input checked="" type="checkbox"/> Services <input type="checkbox"/> Other__
3.3. City of Brady P.O. Box 351 201 E. Main St. Brady, TX 76825	10/22/21, 11/29/21 and 12/28/21	\$35,279.56	<input type="checkbox"/> Secured debt <input type="checkbox"/> Unsecured loan repayments <input type="checkbox"/> Suppliers or vendors <input type="checkbox"/> Services <input checked="" type="checkbox"/> Other Utilities
3.4. Ratliff Steel Company, LLC 2910 Stephen F. Austin Dr Brownwood, TX 76801	Various between 10/7/21 and 12/10/21	\$29,611.91	<input type="checkbox"/> Secured debt <input type="checkbox"/> Unsecured loan repayments <input checked="" type="checkbox"/> Suppliers or vendors <input type="checkbox"/> Services <input type="checkbox"/> Other__
3.5. American Block Mfg Co Inc P.O. Box 301442 Dallas, TX 75303	10/14/21, 10/20/21, 12/8/21	\$27,875.63	<input type="checkbox"/> Secured debt <input type="checkbox"/> Unsecured loan repayments <input checked="" type="checkbox"/> Suppliers or vendors <input type="checkbox"/> Services <input type="checkbox"/> Other__
3.6. Southern Tire Mart, LLC P.O. Box. 1000 Dept. 143 Memphis, TN 38148-0143	10/6/21, 10/20/21, 11/2/21 and 12/16/21	\$23,234.96	<input type="checkbox"/> Secured debt <input type="checkbox"/> Unsecured loan repayments <input checked="" type="checkbox"/> Suppliers or vendors <input type="checkbox"/> Services <input type="checkbox"/> Other__
3.7. Ledsome Machine & Welding 2508 Stephen F. Austin Dr Brownwood, TX 76801	Various between 10/15/21 and 12/28/21	\$22,595.00	<input type="checkbox"/> Secured debt <input type="checkbox"/> Unsecured loan repayments <input checked="" type="checkbox"/> Suppliers or vendors <input type="checkbox"/> Services <input type="checkbox"/> Other__
3.8. Meritor Specialty Products fka R.Cushman Dept Ch 16885 Palatine, IL 60055-6885	11/30/21 and 12/2/21	\$20,736.91	<input type="checkbox"/> Secured debt <input type="checkbox"/> Unsecured loan repayments <input type="checkbox"/> Suppliers or vendors <input checked="" type="checkbox"/> Services <input type="checkbox"/> Other__
3.9. Airgas USA, LLC P.O. Box 676015 Dallas, TX 75267	Various between 10/7/21 and 12/27/21	\$18,668.67	<input type="checkbox"/> Secured debt <input type="checkbox"/> Unsecured loan repayments <input checked="" type="checkbox"/> Suppliers or vendors <input type="checkbox"/> Services <input type="checkbox"/> Other__

Debtor **Loadcraft Industries, Ltd.**

Case number (if known) **21-11018**

Creditor's Name and Address	Dates	Total amount of value	Reasons for payment or transfer <i>Check all that apply</i>
3.10 WPT Power Trans Corp P.O. Box 8148 Wichita Falls, TX 76307	10/21/21, 10/28/21, 11/30/21 and 12/9/21	\$18,500.78	<input type="checkbox"/> Secured debt <input type="checkbox"/> Unsecured loan repayments <input checked="" type="checkbox"/> Suppliers or vendors <input type="checkbox"/> Services <input type="checkbox"/> Other__
3.11 Polyglass Coating 1616 N. Main Street Pearland, TX 77581	10/6/21, 10/14/21, 11/9/21, 12/10/21	\$16,036.17	<input type="checkbox"/> Secured debt <input type="checkbox"/> Unsecured loan repayments <input checked="" type="checkbox"/> Suppliers or vendors <input type="checkbox"/> Services <input type="checkbox"/> Other__
3.12 Motion Industries Inc P.O. Box 504606 St Louis, MO 63150-4606	Various between 10/20/21 and 12/21/21	\$15,060.85	<input type="checkbox"/> Secured debt <input type="checkbox"/> Unsecured loan repayments <input checked="" type="checkbox"/> Suppliers or vendors <input type="checkbox"/> Services <input type="checkbox"/> Other__
3.13 Fleetpride Heavy Duty Experts P.O. Box 847118 Dallas, TX 75284-7118	Various between 10/20/21 and 12/15/21	\$13,164.47	<input type="checkbox"/> Secured debt <input type="checkbox"/> Unsecured loan repayments <input checked="" type="checkbox"/> Suppliers or vendors <input type="checkbox"/> Services <input type="checkbox"/> Other__
3.14 Bendix CVS P.O. Box 92096 Chicago, IL 60675	12/9/21	\$12,705.72	<input type="checkbox"/> Secured debt <input type="checkbox"/> Unsecured loan repayments <input type="checkbox"/> Suppliers or vendors <input checked="" type="checkbox"/> Services <input type="checkbox"/> Other__
3.15 LocateBallBearings.com 75090 St. Charles Place, Suite B Palm Desert, CA 92211	11/18/21, 11/19/21 and 12/9/21	\$11,223.83	<input type="checkbox"/> Secured debt <input type="checkbox"/> Unsecured loan repayments <input checked="" type="checkbox"/> Suppliers or vendors <input type="checkbox"/> Services <input type="checkbox"/> Other__
3.16 Hacker International P.O. Box 1208 Henderson, TX 75652	12/20/21	\$10,302.50	<input type="checkbox"/> Secured debt <input type="checkbox"/> Unsecured loan repayments <input checked="" type="checkbox"/> Suppliers or vendors <input type="checkbox"/> Services <input type="checkbox"/> Other__
3.17 Mark Mullin Company, Ltd. 201 Wellston Park Rd Sand Springs, OK 74063	11/12/21 and 12/14/21	\$8,851.13	<input type="checkbox"/> Secured debt <input type="checkbox"/> Unsecured loan repayments <input checked="" type="checkbox"/> Suppliers or vendors <input type="checkbox"/> Services <input type="checkbox"/> Other__

Debtor **Loadcraft Industries, Ltd.**

Case number (if known) **21-11018**

Creditor's Name and Address	Dates	Total amount of value	Reasons for payment or transfer <i>Check all that apply</i>
3.18 Fedex Freight East Dept CH P.O. Box 10306 Palatine, IL 60055-0306	Various between 10/6/21 and 12/27/21	\$7,969.20	<input type="checkbox"/> Secured debt <input type="checkbox"/> Unsecured loan repayments <input type="checkbox"/> Suppliers or vendors <input checked="" type="checkbox"/> Services <input type="checkbox"/> Other__
3.19 Glider Products, LLC 613 Wallis Ave Santa Anna, TX 76878	11/22/21 and 12/21/21	\$7,825.50	<input type="checkbox"/> Secured debt <input type="checkbox"/> Unsecured loan repayments <input checked="" type="checkbox"/> Suppliers or vendors <input type="checkbox"/> Services <input type="checkbox"/> Other__

4. Payments or other transfers of property made within 1 year before filing this case that benefited any insider

List payments or transfers, including expense reimbursements, made within 1 year before filing this case on debts owed to an insider or guaranteed or cosigned by an insider unless the aggregate value of all property transferred to or for the benefit of the insider is less than \$6,825. (This amount may be adjusted on 4/01/22 and every 3 years after that with respect to cases filed on or after the date of adjustment.) Do not include any payments listed in line 3. *Insiders* include officers, directors, and anyone in control of a corporate debtor and their relatives; general partners of a partnership debtor and their relatives; affiliates of the debtor and insiders of such affiliates; and any managing agent of the debtor. 11 U.S.C. § 101(31).

☐ None.

Insider's name and address Relationship to debtor	Dates	Total amount of value	Reasons for payment or transfer
4.1. Passerina Ciris, LLC 646 CR 218 Santa Anna, TX 76878 Member Ruth Ann McIver is wife of Terry McIver, manager of former general partner and control person	7/8/21	\$691,849.73	Payment on note
4.2. Glider Products, LLC 613 Wallis Ave Santa Anna, TX 76878 Owner is Terry McIver, Terry McIver, manager of former general partner and control person	11/22/21, 12/21/21	\$7,825.50	Reimbursement of wages for Rick Langston
4.3. Hay Creek Enterprises, LLC 400 Bruce Street Santa Anna, TX 76878 Owner is son of Terry McIver, manager of former general partner and control person	11/4/21	\$6,000.00	Purchased parts from auction
4.4. Huntland Trucking P.O. Box 86 Santa Anna, TX 76878 Owner is son of Terry McIver, manager of former general partner and control person	11/4/21	\$2,500.00	Freight to haul parts
4.5. Terry McIver P.O. Box 519 Santa Anna, TX 76874 Manager of former general partner and control person	6/16/21	\$2,074.84	6 months of expenses

5. Repossessions, foreclosures, and returns

List all property of the debtor that was obtained by a creditor within 1 year before filing this case, including property repossessed by a creditor, sold at

Debtor **Loadcraft Industries, Ltd.**

Case number (if known) **21-11018**

	Name of the person who supervised the taking of the inventory	Date of inventory	The dollar amount and basis (cost, market, or other basis) of each inventory
27.1	Dennis Cook		
	Name and address of the person who has possession of inventory records Dennis Cook 913 Calcutta Brady, TX 76825		

28. List the debtor's officers, directors, managing members, general partners, members in control, controlling shareholders, or other people in control of the debtor at the time of the filing of this case.

Name	Address	Position and nature of any interest	% of interest, if any
Brady Plant Operators, LLC		General partner	.8075

Name	Address	Position and nature of any interest	% of interest, if any
Glorious Splendor Too, LLC		General partner	50

29. Within 1 year before the filing of this case, did the debtor have officers, directors, managing members, general partners, members in control of the debtor, or shareholders in control of the debtor who no longer hold these positions?

- ☒ No
☐ Yes. Identify below.

30. Payments, distributions, or withdrawals credited or given to insiders

Within 1 year before filing this case, did the debtor provide an insider with value in any form, including salary, other compensation, draws, bonuses, loans, credits on loans, stock redemptions, and options exercised?

- ☐ No
☒ Yes. Identify below.

	Name and address of recipient	Amount of money or description and value of property	Dates	Reason for providing the value
30.1	See question 4			
	Relationship to debtor			
30.2	Terry McIver P.O. Box 519 Santa Anna, TX 76874	23,230.04		Salary and expense reimbursements
	Relationship to debtor Manager of former general partner and control person			

Debtor Loadcraft Industries, Ltd.

Case number (if known) 21-11018

	Name and address of recipient	Amount of money or description and value of property	Dates	Reason for providing the value
30.3	Grady McIver P.O. Box 519 Santa Anna, TX 76874	6,538.88		Salary
	Relationship to debtor Employee; son of Terry McIver, Manager of former general partner and control person			

31. Within 6 years before filing this case, has the debtor been a member of any consolidated group for tax purposes?

- ☒ No
☐ Yes. Identify below.

Name of the parent corporation

Employer Identification number of the parent corporation

32. Within 6 years before filing this case, has the debtor as an employer been responsible for contributing to a pension fund?

- ☒ No
☐ Yes. Identify below.

Name of the pension fund

Employer Identification number of the parent corporation

Part 14: Signature and Declaration

WARNING -- Bankruptcy fraud is a serious crime. Making a false statement, concealing property, or obtaining money or property by fraud in connection with a bankruptcy case can result in fines up to \$500,000 or imprisonment for up to 20 years, or both.
18 U.S.C. §§ 152, 1341, 1519, and 3571.

I have examined the information in this *Statement of Financial Affairs* and any attachments and have a reasonable belief that the information is true and correct.

I declare under penalty of perjury that the foregoing is true and correct.

Executed on February 17, 2022

/s/ Charles Hinkle

Signature of individual signing on behalf of the debtor

Charles Hinkle

Printed name

Position or relationship to debtor Authorized Representative of General Partner

Are additional pages to *Statement of Financial Affairs for Non-Individuals Filing for Bankruptcy* (Official Form 207) attached?

- ☐ No
☒ Yes